



CONTRACT DOCUMENTS
REFERENCE ONLY

FIBER OPTIC LINK - PHASE II

CIP PROJECT NO. 337-37213

**Bid Opening: Tuesday, October 1, 2013
2:00 p.m.**

**Location of Bid Submittal: City Clerk
City of Brentwood
150 City Park Way – 3rd Floor
Brentwood, CA 94513**

**Approved By: Balwinder S. Grewal, P.E. / P.L.S.
Director of Public Works/City Engineer**

Signature

8/23/13

Date

CITY OF BRENTWOOD
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

SPECIFICATIONS FOR THE
CONSTRUCTION OF
FIBER OPTIC LINK - PHASE II
CIP PROJECT NO. 337-37213

Prepared Under the Supervision of:

Anthony Salam, P.E.

License # C 49667 Expires 9/30/2014



Stamp Seal

Anthony Salam

Signature

8/22/13

Date

FIBER OPTIC LINK - PHASE II

CIP PROJECT NO. 337-37213

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NOTICE INVITING BIDS

FIBER OPTIC LINK - PHASE II CIP PROJECT NO. 337-37213

SEALED BIDS will be received by the City Clerk, or designee, of the City of Brentwood until Tuesday, October 1, 2013 at 2:00 p.m. for CIP Project No. 337-37213. Please be certain that any sealed bid submitted is addressed and noted as follows:

City Clerk
City of Brentwood
150 City Park Way
Brentwood, CA 94513

Sealed Bid for Construction of FIBER OPTIC LINK - PHASE II

Following the closure of the bid submittal period, bids will be publicly opened and read for performing work as follows:

Furnishing all labor, materials, equipment, and performing all work necessary and incidental to the construction of the project known as FIBER OPTIC LINK - PHASE II, CIP PROJECT NO. 337-37213, according to drawings and specifications as prepared by the City of Brentwood and according to the Contract Documents. The work includes installation of conduits, pull boxes and fiber optic cable from 150 City Park Way (Civic Center) to the Aquatic/Senior Center located at 193/195 Griffith Lane, complete and in satisfactory condition, all as shown on the plans and/or as specified herein.

Project is to be completed within 30 working days from the date specified in the Notice to Proceed. The Contractor shall pay to the City of Brentwood the sum of \$500 for each and every calendar day's delay in finishing the work in excess of the working day completion time, as modified in accordance with the contract documents.

A non-mandatory pre-job walk will be held on Thursday, September 19, 2013 at 10:00 a.m. at City Hall, 150 City Park Way in the Vista Conference Room on the first floor.

All potential bidders must obtain the contract documents from the City of Brentwood to have their bid be considered valid. Contract Documents will be available beginning Tuesday, September 3, 2013.

Bidders may obtain an electronic copy of the document (via e-mail) at no charge by sending an e-mail to: dept-engineering@brentwoodca.gov or by calling (925) 516-5420.

A bidders list of companies that have obtained bidding documents, as well as project information and bid results will be available on the City's website at www.brentwoodca.gov under General Information – CIP Projects – Current Projects Out to Bid.

Bidding procedures are prescribed in the Contract Documents. This is a Public Works project. Bids shall be executed upon the bid forms provided, which are a part of said Contract Documents. Each bidder must submit with its bid security in one of the following forms: cash, cashier's check payable to the City, a certified check payable to the City, or a bid bond, in the form included with the bid documents, executed by an admitted surety insurer, made payable to the City. The guaranty shall be forfeited should the bidder, if awarded the contract, fail to enter into the same, or fail to furnish in a timely manner the bonds and/or proof of insurance required under the Contract Documents.

Pursuant to Section 1770, et. seq. of the California Labor Code, the successful bidder and all subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the City of Brentwood City Engineer to view and will be made available to any interested party on request.

Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the City of Brentwood to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code Section 22300.

All bidders shall be licensed under the provisions of the Business and Professions Code to do the type of work contemplated in the project. In accordance with provisions of California Public Contract Code Section 3300, the City has determined that the Contractor shall possess a valid **Class "A" Contractor's License or a combination of Class "C" Specialty Contractor's License(s)** at the time of bidding and throughout the period of the contract. Failure to possess the specified license shall render the bid non-responsive.

The successful bidder will be required to furnish a payment bond in the amount equal to one hundred percent (100%) of the Contract Price, as well as a faithful performance bond, in the amount equal to one hundred percent (100%) of the Contract Price. The bonds shall be on the forms included in the Contract Documents.

Each bidder shall submit with its bid a statement setting forth its experience on the forms included in the Contract Proposal.

Telephones will not be available to bidders for the preparation of the bids or for calling in bid results. Bid forms received after the designated time will not be accepted by the City Clerk. Bidders and their authorized agents are invited to attend the bid opening.

No bidder may withdraw its bid for a period of ninety (90) days after the date set for the opening of bids.

The City reserves the right to reject any or all bids; to make any awards or any rejections in what it alone considers to be in the best interest of the City, and waive any irregularities in the bids.

The successful bidder must insure that employees and applicants for employment are not discriminated against on the basis of age, color, race, national origin, ancestry, religion, sex, sexual preference, marital status, and shall comply with the Americans with Disabilities Act.

Date: 8/26/2013

By: Margaret Wimberly
Margaret Wimberly, MMC, City Clerk

INVITATION TO BID

**FIBER OPTIC LINK - PHASE II
CIP PROJECT NO. 337-37213**

PUBLIC NOTICE IS HEREBY GIVEN that sealed bids will be received by the City Clerk, or designee, of the CITY OF BRENTWOOD at 150 City Park Way, Brentwood, until Tuesday, October 1, 2013 at 2:00 p.m., for the construction of FIBER OPTIC LINK - PHASE II, **CIP PROJECT NO. 337-37213**.

The work includes installation of conduits, pull boxes and fiber optic cable from 150 City Park Way (Civic Center) to the Aquatic/Senior Center located at 193/195 Griffith Lane, and all other work necessary and incidental to the construction of the project.

Bidders may obtain an electronic copy of the document (via e-mail) at no charge by sending an e-mail to: dept-engineering@brentwoodca.gov or by calling (925) 516-5420.

CITY OF BRENTWOOD

Date:

8/26/2013

By:



Margaret Wimberly, MMC, City Clerk

INFORMATION FOR BIDDERS

FIBER OPTIC LINK - PHASE II CIP PROJECT NO. 337-37213

SCOPE AND LOCATION OF WORK

The work to be performed under this contract consists of the furnishing of all labor, materials and equipment for the construction of FIBER OPTIC LINK - PHASE II Improvements, complete, and in satisfactory operating condition, all as shown on the Contract Documents and/or as specified herein. The work is to be performed in the City of Brentwood and/or Contra Costa County.

INSPECTION OF SITE OF WORK

Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and the actual conditions of and at the site. Bidders may apply to the Engineer for additional information and explanation before submitting bids. However, no supplemental information requested or furnished shall vary the terms of the Contract Documents or affect the Contractor's sole responsibility to satisfy himself as to the conditions of the work to be performed. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the actual conditions or location of the work.

Submission of a proposal by the bidder shall constitute acknowledgment that the bidder has relied, and is relying, on their own examination of (a) the site of the work; (b) access to the site; (c) all other data, matters, and things requisite to the fulfillment of the work and, on their own knowledge of existing facilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the lack of knowledge of the above items. Removal, relocation, or protection of existing public utilities not identified by the City shall be done in conformance with Section 4215 of the Government Code; and (d) project information and plans and specifications.

EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, soil testing if any, City Standard Plans, Drawings and Specifications, drawings and addenda (if any). Submission of a proposal shall constitute acknowledgment, upon which the City may rely, that the bidder has thoroughly examined and is familiar with the Contract Documents. Failure or neglect of a bidder to receive or examine any of the Contract Documents shall in no way relieve them of any obligation with respect to their proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

INTERPRETATION OF CONTRACT DOCUMENTS

No oral representation or interpretations will be made to any bidders as to the meaning of the Contract Documents. **Requests for interpretation shall be made in writing and delivered to the Engineer at least ten (10) calendar days before the time announced for opening the proposals using the "Questionnaire Form" provided.** Interpretations, where necessary, will be made by the Engineer in the form of an addendum to the Contract Documents and, when issued, will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Requests for information before and after the award of contract shall be directed to:

Anthony Salam, Project Manager
City of Brentwood
Public Works - Engineering
Phone: (925) 516-5420 Fax: (925) 516-5421
150 City Park Way
Brentwood, CA 94513

It shall also be the bidder's responsibility to call to the attention of the Engineer any missing pages in the Contract Documents, including the addenda. These items shall be brought to the attention of the Engineer, in writing, at least ten (10) calendar days prior to the bid opening date.

PROPOSAL

Proposals shall be made on the blank forms prepared by the City, which should be removed from the Contract Document. All proposals shall give the prices proposed in the space provided, shall give all other information requested therein, and shall be signed by the bidder or an authorized representative, with their address.

Bidders must prepare and submit all required documents.

If the proposal is made by an individual, his/her name, signature, and post office address must be shown.

If the proposal is made by a firm or partnership, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown.

If the proposal is made by a corporation, the proposal shall show the name of the corporation and state under the laws of which the corporation is incorporated, the post office address of the corporation, and the signature of at least two officers authorized to sign on behalf of the corporation. Otherwise, the proposal shall include a document empowering the signator(s) to execute the proposal and bind the corporation.

If the proposal is made by a joint venture, the proposal shall be signed by at least one of the joint venture firms in a format meeting with the requirements outlined above. Additionally, the proposal shall include a document empowering the signator(s) to execute the proposal and bind the joint venture.

Every contractor, other than a joint venture, who submits a bid must, at the time the bid is submitted, have a California contractor's license in good standing. The license shall be in the class or classes specified in the Contract Documents. Any bid from an unlicensed contractor, other than those persons exempt under Business & Professions Code section 7028.15, shall be non-responsive and shall be rejected. This statute also makes it a misdemeanor for any person without a valid contractor's license (with specified exceptions) to submit a bid to act as a contractor to a public agency. The penalties on a bidder violating these provisions are severe.

Each proposal shall be enclosed in a sealed envelope, labeled and delivered prior to the time stated in the Invitation to Bid to the City Clerk, City of Brentwood, 150 City Park Way, Brentwood CA 94513. Bidders are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected. No oral, telegraphic, or telephone (including facsimile) proposals or modifications will be considered.

COMPLETING AND SIGNING FORMS

The Bidder's attention is directed to the forms included in the Contract Document (pages 11 to 21) as well as other required documents, which must be completed and signed. FAILURE TO PROPERLY COMPLETE AND SIGN ANY FORMS MAY BE CAUSE FOR REJECTION OF A BID.

ADDENDA

Each proposal shall include specific acknowledgment (in the space provided) of the receipt of all addenda issued during the bidding period. Failure to so acknowledge all addenda may result in the proposal being rejected as not responsive.

BID PRICES

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract, including but not limited to, furnishing all transportation, materials, equipment, tools, excavation, utilities, sheeting, shoring, bracing and supports, plant and other facilities, and all management, superintendence, permits, labor and services. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. **Where there is a conflict between words and figures, the words shall govern and the figures shall be disregarded.**

TAXES

Bid prices shall include all applicable federal, state, and local taxes.

EXPERIENCE OF BIDDERS

At the time of bidding, and throughout the period of the contract, each bidder shall be licensed under the provisions of Business and Professions Code of the State of California, to do the type of work contemplated for the project. The license classification shall be a **Class "A" Contractor's License or a combination of Class "C" Specialty Contractor's License(s).**

It is the intention of the City to award a contract, if at all, to the lowest responsive responsible bidder who furnishes satisfactory evidence that it has the requisite experience and ability, and sufficient capital, facilities and plant to enable it to prosecute the work successfully and properly, and to complete the work within the time period named in the Contract Documents.

To determine the degree of responsibility to be credited to the bidder, the City will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature and magnitude, and comparable difficulty and rates of progress, to the work. The City shall have sole discretion to determine what contracts are of like nature and magnitude, and comparable difficulty and rates of progress.

LISTS OF SUBCONTRACTORS

Each proposal shall have listed on the forms provided, the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half of one percent of the total amount of the proposal or \$10,000, whichever is greater. For the purpose of this paragraph, a subcontractor is defined as anyone who contracts with the Contractor to furnish materials and labor, labor only, and/or one who specially fabricates and/or installs a portion of the work or improvement according to detailed drawings contained in the Contract Documents. The Prime Contractor shall

perform at least 50% of the work with his own forces. All subcontractor listings and subsequent substitutions, if any, shall be done in conformance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 et seq.

PROPOSAL GUARANTY

The proposal shall be accompanied by a proposal guaranty bond duly completed by a corporate surety authorized to conduct business in the State of California for payment to the City of Brentwood in the sum of at least ten percent (10%) of the total amount of the proposal. The bond shall be on the form included in the Contract Documents. Alternatively, a certified or cashier's check, payable to the City of Brentwood in the sum of at least ten percent (10%) of the total amount of the proposal may be substituted for the proposal guaranty bond. The amount payable to the City of Brentwood under the proposal guaranty bond, or the certified or cashier's check, as the case may be, shall be forfeited to the City as liquidated damages in the case of the failure or neglect of the successful bidder to furnish, execute, and deliver to the City the required performance and payment bonds, and evidences of insurance, and to enter into, execute, and deliver to the City, the Agreement, on the form provided herewith, within ten (10) days after being notified in writing by the City that the award has been made.

MODIFICATION OF PROPOSAL

Modification of a proposal already received will be considered only if the modification is received prior to the time established for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.

POSTPONEMENT OF OPENING

The City reserves the right to postpone the date and time for receiving and/or opening of proposals at any time prior to the date and time established in the Notice Inviting Bids.

NON-COLLUSION DECLARATION

Section 7106 of the Public Contract Code requires that each bidder execute a Non-Collusion Declaration on all public works contracts. **Bidder must execute the Non-Collusion Declaration included with the Contract Documents and submit it to the City with the proposal."**

DISQUALIFICATION OF BIDDER

If there is a reason to believe that collusion exists among any of the bidders, none of the bids of the participants in such collusion will be considered, and the City may likewise elect to reject all bids received.

REJECTION OF PROPOSALS

The City reserves the right to reject any proposals which are incomplete, obscure, or irregular, including but not limited to any proposals which omit a bid on any one or more items for which bids are required; any proposals which omit unit prices if unit prices are required; any proposal in which unit prices are unbalanced in the opinion of the City; any proposals accompanied by insufficient or irregular proposal guaranty; and any proposals from bidders who have previously failed to perform properly or to complete contracts of any nature on time.

RELIEF OF BIDDERS

Attention is directed to the provisions of Public Contract Code Section 5100, et seq., concerning relief of bidders, and in particular to the requirement therein that if a bidder claims a mistake was made in its bid, the bidder shall give the City written notice within five (5) calendar days after the opening of the bids of the alleged mistake, specifying in the notice, in detail, how the mistake occurred.

RETURN OF PROPOSAL GUARANTEES

The City will retain all proposal guarantees until the Agreement for the work has been fully executed and the City has received the bonds and evidence of insurance required to be furnished, or the City has acted to reject all bids. The City will return the proposal guarantees of unsuccessful bidders, other than those forfeited, promptly thereafter.

COMPLETING AND SIGNING FORMS

The Bidder's attention is directed to the forms included in the Contract Documents, which must be completed and signed. **FAILURE TO PROPERLY COMPLETE AND SIGN ANY FORMS MAY BE CAUSE FOR REJECTION OF A BID.**

DEBARRED CONTRACTORS AND SUBCONTRACTORS

No contractor or subcontractor who is ineligible to bid on work, or be awarded, a public works project under Labor Code sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. The Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.

SHEETING AND SHORING

Pursuant to the provisions of California Labor Code Section 6707, each bid submitted in response to the Notice Inviting Bids shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the bidder warrants that its action does not convey tort liability to the Agency, its consultants and subconsultants, and their directors, partners, officers, employees, agents and servants.

PROPOSED SUBSTITUTIONS

Bidders wishing to obtain prior approval of a material or system substitution for that specified shall submit all required documentation in compliance with procedures established in the Contract Documents.

Prior approval requests shall be received by the Engineer no later than ten (10) calendar days prior to bid date. If Engineer determines the requested material or system is equal to that specified the Engineer will issue an addendum. If the Engineer rejects the proposed substitution, or does not respond before the bid date, the bidder shall furnish the specified items.

BID PROTEST PROCEDURES

Any bid protest relating to the form or content of the bidding or Contract Documents must be submitted in writing to the City Clerk, City of Brentwood, 150 City Park Way, Brentwood, CA 94513 at

least ten (10) business days before the original date set for the bid opening. Any bidder who submits a bid shall be deemed to have waived any protest to the form or content of the bidding or Contract Documents.

Any bid protest relating to the award of the contract for the Project must be submitted in writing to City Clerk, City of Brentwood, 150 City Park Way, Brentwood, CA 94513. The protest must be received before 5:00 p.m. of the fifth business day following bid opening.

The initial protest document shall contain a complete statement of the basis for the protest. The protest shall refer to the specific portion(s) of the bid documents which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party.

The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties who have a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. The documents shall be transmitted by fax or overnight mail.

The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

QUESTIONNAIRE FORM

**FIBER OPTIC LINK - PHASE II
CIP PROJECT NO. 337-37213**

COMPANY NAME: _____

CONTACT & PHONE NUMBER: _____

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

For all questions during the bidding process, please utilize this form and fax your questions to:

City of Brentwood
(925) 516-5421
E-mail: engmessages@brentwoodca.gov

CONTRACT PROPOSAL

**TO
CITY OF BRENTWOOD
CONTRA COSTA COUNTY
STATE OF CALIFORNIA
FOR**

**FIBER OPTIC LINK - PHASE II
CIP PROJECT NO. 337-37213**

Name of Bidder _____ of

Business Address _____

Telephone (_____) _____

TO THE CITY COUNCIL OF THE CITY OF BRENTWOOD:

Pursuant to and in compliance with your Notice Inviting Bids for the FIBER OPTIC LINK - PHASE II, **CIP PROJECT NO. 337-37213** and the other Contract Documents relating thereto, the undersigned Bidder, being fully familiar with the terms of the Contract Documents, the current general prevailing wage rates, local conditions affecting the performance of the Project, the character, quality, quantities and scope of the work, and the cost of the work at the place of performance, hereby proposes and agrees, within the time stipulated in the Contract Documents, to furnish to the City of Brentwood all of the transportation, materials, equipment, tools, excavation, sheeting, shoring, bracing, supports, plant and other facilities, labor, services, permits, utilities, and other items necessary to conduct and complete said work, all in strict conformity with the Contract Documents, including Addenda Nos. ____, ____, and ____ on file in City Hall.

Bidder declares that the only persons or parties interested in this proposal are those named herein, and that this proposal is made without collusion with any person, firm or corporation. Bidder proposes and agrees, if the proposal is accepted, that Bidder will execute a contract with the City, in strict conformity to the Contract Documents including providing acceptable insurance, security, and labor and materials and performance bonds, in the form set forth in the Contract Documents, and will perform the entire work for the prices set forth in the attached Bid Schedule, upon which the award of contract is made.

[illegible]

*STATUS WITH SUB CLASS:

DBE = Disadvantage Business Enterprise (HA = Hispanic American; SAA = Subcontinent Asian American; OA = Other Americans; BA = Black American; NA = Native American; APA = Asian – Pacific American; W = Women)

The Prime Contractor shall perform at least 50% of the work with his own forces.

After the award of contract, substitutions of the above-listed proposed subcontractors may only be made with the prior approval of the Engineer in accordance with Public Contract Code section 4104.

The above information is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Proposed Subcontractor submittal.

*STATUS WITH SUB CLASS:

DBE = Disadvantage Business Enterprise (HA = Hispanic American; SAA = Subcontinent Asian American; OA = Other Americans; BA = Black American; NA = Native American; APA = Asian – Pacific American; W = Women)

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After the award of contract, substitutions of the above-listed proposed subcontractors may only be made with the prior approval of the Engineer in accordance with Public Contract Code section 4104.

Contract Proposal

PROPOSED MAJOR MATERIAL SUPPLIERS

The bidder is required to furnish the following information on major materials and manufacturers. No changes will be allowed in materials or manufacturers without the prior approval of the Engineer (see General Conditions Section GC6-D). **If Prime Contractor is supplying their own major material, such as aggregate, concrete, asphalt concrete, traffic control items, etc., Prime Contractor must list their company or subsidiary.**

1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

The above information is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this submittal.

CONTRACTOR'S EXPERIENCE AND FINANCIAL QUALIFICATIONS

The following statements as to the experience and financial qualifications of the bidder are to be submitted with the Contract Proposal, as a part thereof. The truthfulness and accuracy of the information is guaranteed by the bidder.

The bidder has been engaged in the contracting business, under the present business name, for _____ years. Experience in work of a nature similar to that covered in the Proposal extends over a period of _____ years.

The bidder, as a contractor, has successfully completed at least two (2) projects of like magnitude, comparable difficulty and rates of progress to the work in the past __ years, including: (list two or more projects).

The City shall have the sole discretion to determine whether listed projects are of like magnitude, comparable difficulty or rates of progress. Bidders shall provide such additional information regarding the listed projects as the City may request.

The bidder, as a Contractor, has never failed to satisfactorily complete a contract awarded to the Contractor, except as follows: (name any and all exceptions and reasons therefor).

The bidder has satisfactorily completed the following contracts in the last three years, for the persons, firm or authority indicated, and to whom reference is made (list five contracts). (Provide a contact person and telephone number for each project.)

YEAR	TYPE OF WORK	CONTRACT AMOUNT	CONTACT
-------------	---------------------	------------------------	----------------

The names of all persons interested in the foregoing proposals as principals are as follows: (NOTE: If Bidder or other interested person is a corporation, state the legal name of the corporation, along with the names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of the firm, also the names of all individual partners composing the firm; if a limited partnership, the names of all general partners and limited partners; and if Bidder or other interested person is an individual, state first and last names in full.)

Contractor's License Number: _____ License Renewal Date: _____

NON-COLLUSION DECLARATION

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

To the City of Brentwood PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

In conformance with Public Contract Code 7106, the undersigned declares:

I am the _____ (title) of _____ (company), the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ (date), at _____ (city), _____ (state).

Signed: _____

Date: _____

Bidder's Name: _____

PUBLIC CONTRACT CODE
Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____,
proposed subcontractor _____, hereby
certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to
the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that,
where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal
Contract Compliance, a Federal Government contracting or administering agency, or the former
President's Committee on Equal Employment Opportunity, all reports due under the applicable filing
requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the
Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed
subcontractors only in connection with contracts and subcontracts which are subject to the
equal opportunity clause. Contracts and subcontracts which are exempt from the equal
opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of
\$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or
their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract
or subcontract subject to the Executive Orders and have not filed the required reports should
note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such
contractor submits a report covering the delinquent period or such other period specified by
the Federal Highway Administration or by the Director, Office of Federal Contract Compliance,
U.S. Department of Labor.

BID SCHEDULE

FIBER OPTIC LINK - PHASE II CIP PROJECT NO. 337-37213

Pursuant to Notice Inviting Bids, the undersigned hereby proposes and agrees to execute the Agreement, on award by the City of Brentwood in accordance with the provisions of the Contract Documents, to provide bonds and insurance in accordance with Contract Documents, to furnish and install any and all transportation, materials, equipment, tools, excavation, utilities, sheeting, shoring, bracing and supports, plant and other facilities, and all management, superintendence, permits, labor and services for FIBER OPTIC LINK - PHASE II, **CIP PROJECT NO. 337-37213**, in accordance with the Contract Documents therefore adopted and on file with the City of Brentwood, within the time hereinafter set forth and at the price or prices set forth in this Bid as follows:

BID ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	Mobilization	1	LS	\$	\$
2	Traffic Control	1	LS	\$	\$
3	Provide & Place 1-4" HDPE or Schedule 40 Conduits	100	LF	\$	\$
4	Furnish and Install P48 Pull Box, including the removal and replacement of concrete sidewalk as necessary	3	EA	\$	\$
5	Provide & Place 48 Strand Single Mode Fiber Optic Cable	500	LF	\$	\$
6	Provide & Place 144 Strand Single Mode Fiber Optic Cable	9,500	LF	\$	\$
7	Terminate Fiber Optic Cable - with Fiber Patch Panel and LC Termination	384	EA	\$	\$
8	Test Fiber Optic Cable – OTDR	192	EA	\$	\$
9	Test Fiber Optic Cable – Power Meter	192	EA	\$	\$

BID AMOUNT OF EACH OF THE ABOVE BID ITEMS MUST BE FILLED IN AND COMPLETED IN INK.

TOTAL BID: Items 1 through 9 inclusive and all work
Incidental thereto and connected therewith:

\$_____ (In Figures)

_____(In Words)

If the proposal is made by a corporation, the proposal shall show the name of the corporation and identify the state in which the corporation is incorporated and the signature of at least two officers authorized to sign on behalf of the corporation. Otherwise, the proposal must include a document empowering the signator(s) to execute the proposal and bind the corporation.

*Signature of Bidder: _____

Print Name and Title Print Name and Title

*If corporation, two officers signatures are required.

Company Name (printed): _____

State Incorporated (printed): _____

The total amount bid includes the summation of Bid Items 1 through 9 and represents the total price bid to provide the work as shown in the Contract Documents.

If required by City, proper notarial acknowledgment of execution by Contractor must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, **or**
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

BID BOND

KNOW ALL PERSONS BY THESE PRESENT, that

hereinafter called the PRINCIPAL and

a corporation duly organized under the laws of the State of having its principal place of business at _____ in the State of _____

and authorized to do business in the State of California, hereinafter call the SURETY, are held and firmly bound unto the City of Brentwood, hereinafter called the OBLIGEE, on order, in the sum of _____ Dollars

(\$_____) (being at least ten percent (10%) of the total amount of PRINCIPAL 's proposal) lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the PRINCIPAL has submitted its Proposal for the project entitled _____ to the OBLIGEE, said Proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if said Proposal is rejected or, in the alternate, if said Proposal is accepted and the PRINCIPAL signs and delivers a Contract and furnishes a Performance Bond and Payment Bond, in the form and within the time required by the Proposal and the Contract Documents, then this obligation shall become null and void, otherwise the same shall remain in full force and effect and upon default of the PRINCIPAL shall be forfeited to the OBLIGEE, it being expressly understood and agreed that the liability of the SURETY for any and all default of the PRINCIPAL shall be the amount of this obligation as herein stated, as liquidated damages. Such forfeiture and liquidated damages under this bond shall be without prejudice to the OBLIGEE'S right to pursue any excess actual damages from the PRINCIPAL for breach of contract or otherwise.

The SURETY, for value received, hereby agrees that the obligations of said SURETY and its bond shall not be impaired or affected by any extension of the time within which the OBLIGEE may accept such Proposal, and the SURETY hereby waives notice of any such extension.

In the event suit is brought upon this bond by the OBLIGEE and judgment is recovered, the SURETY shall pay, in addition to the sum set forth above, all costs incurred by the OBLIGEE in such suit, including reasonable attorney's fees and expert witness fees, to be fixed by the court.

Signed this _____ day of _____, 2013

PRINCIPAL

BY _____

SURETY

BY _____

Note: Signature of person executing for SURETY must be notarized and evidence of corporate authority attached.

AGREEMENT

FIBER OPTIC LINK - PHASE II CIP PROJECT NO. 337-37213

THIS AGREEMENT FOR CONSTRUCTION is made and entered into this ____ day of _____, 2013 by and between the City of Brentwood (herein called City) and _____, a California corporation, a partnership or an individual (*circle one*) located at _____, herein called Contractor.

The City and the Contractor agree as follows:

- (1) **CONTRACT SUM:** The City agrees to pay, and the Contractor agrees to accept, in full payment for constructing the Project in strict accordance with the Contract Documents and performing all other requirements of the Contract Documents, the sum of _____ dollars (\$_____) to be paid in accordance with the Contract Documents.
- (2) **COMPLIANCE WITH LAW:** The City is a public agency. All provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein and will be complied with by the Contractor.
- (3) **CONTRACT DOCUMENTS:** The following Contract Documents relating to this Agreement are hereby made a part of and incorporated by reference into this Agreement: The Notice Inviting Bids, Invitation to Bid, Information for Bidders, Contract Proposal, Faithful Performance Bond, Labor and Materials Payment Bond, Contractor's Certificate Regarding Worker's Compensation, Certificate of Insurance and Endorsement (Worker's Compensation), Certificate of Insurance and Endorsement (General Liability), General Conditions, Special Provisions, Plans and Specifications, Caltrans Standard Plans and Specifications (May 2006), City of Brentwood Standard Plans and Specifications (current version), Plans, and supplemental agreements, certifications, and endorsements applicable to this work, with all modifications incorporated in said documents prior to receipt of the Contract Proposals. Any work called for in one Contract Document not mentioned in another is to be performed and executed the same as if mentioned in all Contract Documents.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

This Agreement is executed by the City upon approval by the City Council at their regular scheduled meeting of _____, 2013, and the Contractor has caused this Agreement to be duly executed.

CONTRACTOR:

CITY:

* By: _____

By: _____
Paul R. Eldredge, City Manager

Printed Name: _____

ATTEST:

Title: _____

By: _____
Margaret Wimberly, City Clerk

** By: _____

APPROVED AS TO FORM:

Printed Name: _____

Title: _____

By: _____
Damien Brower, City Attorney

If required by City, proper notarial acknowledgment of execution by Contractor must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**

Chairman,
President, **or**
Vice-President

****Group B.**

Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Brentwood, California (hereinafter referred to as "Owner") and _____

(hereinafter referred to as "Contractor"), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the construction of the _____ (hereinafter referred to as the "Construction Contract"); and

WHEREAS, Contractor is required by the terms of the Construction Contract to furnish a bond for the faithful performance of all terms and conditions of the Construction Contract;

NOW, THEREFORE, Contractor, as principal, and _____ (hereinafter referred to as "Surety"), as surety, are held and firmly bound unto Owner in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Performance Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor timely performs each and every obligation under the Construction Contract, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. Surety's obligation under this Performance Bond shall arise after:
 - 3.1 Owner has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that Owner has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing the Construction Contract; and
 - 3.2 Owner has agreed to pay the Balance of the Agreement Price, as calculated under the terms of the Construction Contract, to Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the Construction Contract with Owner.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by Owner and the contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and

pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the Construction Contract, incurred by Owner resulting from Contractor's Default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:

4.4.1 After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment thereof to Owner; or

4.4.2 Deny liability in whole or in part and notify Owner citing specific reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which Owner and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If the Surety proceeds as provided in Subparagraph 4.4, and Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has declared a Contractor Default, and if Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Construction Contract, and the responsibilities of Owner to Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Performance Bond, but subject to commitment by Owner of the Balance of the Agreement Price to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:

6.1 The responsibilities of Contractor for correction of defective work, materials and equipment and completion of the Construction Contract;

6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Construction Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators or successors.

8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as an item of costs.

10. Notice to Surety, Owner or Contractor shall be mailed or delivered to the address, or sent via facsimile to the facsimile number, shown on the signature page.

11. DEFINITIONS

11.1 Balance of the Agreement Price: The total amount payable by Owner to Contractor under the Construction Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Construction Contract.

11.2 Construction Contract: The agreement between the Owner and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.

11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

CONTRACTOR, as principal

SURETY

By: _____

By: _____

Its: _____

Its: _____

Address: _____

Address: _____

FAX: _____

FAX: _____

Note: Signature of person executing for SURETY must be notarized and evidence of corporate authority attached.

BOND FOR PAYMENT OF LABOR AND MATERIALS

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Brentwood, California (hereinafter referred to as "Owner") and _____

(hereinafter referred to as "Contractor"), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the construction of the _____ (hereinafter referred to as the "Construction Contract"); and

WHEREAS, Contractor is required by the terms of the Construction Contract to furnish a bond to secure payment for all work, labor, materials, equipment or services furnished in connection with the Construction Contract;

NOW, THEREFORE, Contractor, as principal, and _____ (hereinafter referred to as "Surety"), as surety, are held and firmly bound unto Claimants, as defined herein, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Payment Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner to pay for work, labor, materials, equipment, services, or other items furnished for use and actually used in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2 Defends, indemnifies and holds Owner harmless from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for work, labor, materials, equipment, services or other items furnished for use in the performance of the Construction Contract, provided Owner has promptly notified Contractor and Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described below) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Payment Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - 4.2.1 Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, as required by and conforming with Civil Code sections 3252 and 3091; and

4.2.2 Not having been paid within 30 days of sending the required notice, have sent a written notice to Surety (at the address described below) and sent a copy to the Owner, stating that a claim is being made under this Payment Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. When the Claimant has satisfied the conditions of Paragraph 4, Surety shall promptly and at Surety's expense take the following actions:
 - 5.1 Send an answer to the Claimant, with a copy to Owner, within 20 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 5.2 Pay or arrange for payment of any undisputed amounts.
6. Surety's total obligation shall not exceed the amount of this Payment Bond, and the amount of this Payment Bond shall be credited for any payments made in good faith by Surety.
7. Amounts owed by Owner to Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under the Performance Bond. By Contractor furnishing and Owner accepting this Payment Bond, they agree that all funds earned by Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work or the satisfaction of Owner's claims, including liquidated damages, under the Construction Contract.
8. Surety shall not be liable to Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. Owner shall not be liable for payment of any costs or expenses of any Claimants under this Payment Bond, and shall have under this Payment Bond no obligation to make payments to, give notices on behalf of, or otherwise have any obligation to Claimants under this Payment Bond.
9. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
10. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as costs.
11. Notice to Surety, Owner or Contractor shall be mailed or delivered to the address shown on the signature page.
12. This Payment Bond has been furnished to comply with Civil Code sections 3247 through 3252. Any provision in this Payment Bond conflicting with those statutory requirements shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Payment Bond shall be construed as a statutory bond and not as a common law bond.
13. Upon request by any person or entity appearing to be a potential beneficiary of this Payment Bond, the Contractor shall promptly furnish a copy of this Payment Bond or shall permit a copy to be made.

14. DEFINITIONS

- 14.1 Claimant: An individual or entity identified in California Civil Code sections 3181 or 3248.
- 14.2 Construction Contract: The agreement between Owner and Contractor identified above, including all Contract Documents and changes thereto.

CONTRACTOR, as principal

By: _____

Its: _____

Address:

SURETY

By: _____

Its: _____

Address:

Note: Signature of person executing for SURETY must be notarized and evidence of corporate authority attached.

GUARANTY

As part of the Contract with the City of Brentwood, 150 City Park Way, Brentwood, California 94513, the undersigned guarantees the completion of:

FIBER OPTIC LINK - PHASE II CIP PROJECT NO. 337-37213

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished, or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the Plans, General Conditions, Technical Specifications, City of Brentwood Standard Specifications for Public Improvements, Standard Specifications and Standard Plans of the California Department of Transportation (latest version), and the Traffic Manual of the State of California Department of Transportation (latest version) due to any of the above causes all within twelve (12) months after date on which this Contract is accepted by the City of Brentwood, the undersigned agrees to reimburse the City of Brentwood, upon demand, for its expenses incurred in restoring said work to the conditions contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, plus 25% for overhead and administration.

The City of Brentwood shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned.

In the event the City of Brentwood elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials, as are necessary, shall be furnished and installed within a reasonable time after the receipt of demand from the City of Brentwood. If the undersigned shall fail or refuse to comply with his obligations under this Guaranty, the City of Brentwood shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal, plus 25% for overhead and administration.

SIGNED: _____

CONTRACTOR: _____

By: _____ Title: _____

Dated this _____ day of _____, 2013

NOTE: This Guaranty shall be executed by the successful bidder in accordance with instructions in the General Conditions.

CERTIFICATE OF INSURANCE AND ENDORSEMENT
WORKERS' COMPENSATION

Contract with the City of Brentwood, 150 City Park Way, Brentwood, California 94513, for the construction of:

FIBER OPTIC LINK - PHASE II
CIP PROJECT NO. 337-37213

THIS IS TO CERTIFY that the company named below has issued the workers' compensation and employer's liability policies listed below to the named insured, and they are in force at this time with the expiration date(s) as stated below. The Company will give at least sixty (60) days written notice by registered mail to the City prior to any material change or cancellation of said policies. The policies are so endorsed.

<u>POLICY NUMBER</u>	<u>EXPIRATION DATE</u>	<u>LIMITS OF LIABILITY</u>
		Statutory Limits Under the Laws of the State of California
		<u>Insurance Company</u>
		<u>Street Number</u>
		<u>City and State</u>
		By: <u>(Authorized Representative)</u>
		<u>Telephone Number</u>
		<u>Date</u>
		<u>Principal</u>
		<u>City and State</u>
		<u>Telephone Number</u>

Notice: No substitution or revision to the above certificate will be accepted. To be acceptable, insurers must be authorized to do business, and have an agent for service of process in California and have an "A" policy holder's rating and a financial rating of at least class VII in accordance with the most current Best's Ratings.

CONTRACTOR'S CERTIFICATE
REGARDING WORKER'S COMPENSATION

Contract with the CITY OF BRENTWOOD, 150 City Park Way, Brentwood, California 94513, for the construction of:

FIBER OPTIC LINK - PHASE II
CIP PROJECT NO. 337-37213

Labor Code Section 3700:

"Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate on consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance. In accordance with the provisions of that code, I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____, 2013

(Contractor)

By _____

(Official Title)

(SEAL)

(Labor Code Section 1861, provides that the above certificate must be signed and filed by the Contractor, with the City prior to performing any work under this contract.)

CERTIFICATE OF INSURANCE AND ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY

Contract with the CITY OF BRENTWOOD, 150 City Park Way, Brentwood, California 94513, for the construction of:

FIBER OPTIC LINK - PHASE II
CIP PROJECT NO. 337-37213

THIS IS TO CERTIFY that _____ (the "Company")
(Name of Insurance Company)

has issued the policies listed below in conformance with the limits and requirements of said contract, and are in force at this time with expiration date(s) as stated below.

POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY		
		<u>EACH OCCURRENCE</u>	<u>AGGREGATE</u>	
		Bodily Injury	\$1,000,000	\$2,000,000
		Property Damage	\$1,000,000	\$2,000,000
		Bodily Injury and Property Damage Combined	\$1,000,000	\$2,000,000
		Personal Injury	\$1,000,000	\$2,000,000
		Bodily Injury (Each Personal)	\$1,000,000	\$2,000,000
		Bodily Injury (Each Occurrence)	\$1,000,000	\$2,000,000

The following types of coverage are included in said policies (indicate by 'X' in space):

- (a) GENERAL LIABILITY:
- | | | |
|-------------------------------------|-----|----|
| Comprehensive Form..... | Yes | No |
| Premises-Operations | Yes | No |
| Explosion and Collapse Hazard | Yes | No |
| Underground Hazard..... | Yes | No |
| Products..... | Yes | No |
| Contractual Insurance | Yes | No |
| Broad Form Property Damage | Yes | No |
| Independent Contractors..... | Yes | No |
| Personal Injury | Yes | No |
- (b) AUTOMOBILE:
- | | | |
|-------------------------|-----|----|
| Comprehensive Form..... | Yes | No |
| Owned | Yes | No |
| Hired | Yes | No |
| Non-Owned..... | Yes | No |

Attach original copy of policy to this certificate.

ENDORSEMENT

1. The City of Brentwood, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
2. The insurance requirements, including limits and naming the City and related individuals as additional insureds, specified herein shall apply to all subcontractors listed in Contractor's bid. The Contractor shall designate appropriate insurance limits for all other subcontractors. It shall be the responsibility of the Contractor to ensure that all subcontractors comply with this provision, and to verify their compliance when requested by the City. The Contractor shall not allow any subcontractor to commence work until all insurance required of the subcontractor has been obtained and verified by the Contractor and submitted to the City. Subcontractors shall furnish original certificates and endorsements as verification of insurance coverage. Upon request, Contractor shall deliver certificates of insurance or copies of the insurance policies and endorsements of all subcontractors; provided, however, that this authority shall not relieve Contractor of its obligation to ascertain the existence of such insurance. Subcontractors' insurance shall be in addition to and shall not replace or supplement Contractor's insurance.
3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City of Brentwood, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by its officers, officials, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Brentwood.
5. Coverage shall not extend to any indemnity coverage for the sole or active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

This endorsement does not increase the Company's total limits of liability.

Insurance Company

Street Number

City and State

Insurance Company Agent for
service of process in California

Name

Street Number

City and State

Insurance Company

Street Number

City and State

By: _____
(Authorized Representative)

Date

Agency

Street Number

Telephone Number

City and State

Telephone Number

Notice: No substitution or revision to the above certificate will be accepted. To be acceptable, insurers must be authorized to do business in California, have an agent for service of process in California and have an "A" policyholder's rating and a financial rating of at least Class VII, in accordance with the most current Best's Ratings subject to the review of the City.

REFERENCE ONLY

GENERAL CONDITIONS

GENERAL CONDITIONS

FIBER OPTIC LINK - PHASE II CIP PROJECT NO. 337-37213

SECTION GC-1 DEFINITIONS AND TERMS

Whenever in the Contract Documents the following terms are used, the intent and meaning shall be interpreted as follows (unless noted otherwise):

Caltrans Standard Specifications - Standard Specifications of the State of California, Department of Transportation, dated May 2006. Any reference therein to a State agency or officer shall be interpreted as if the corresponding City of Brentwood, office, officer or agent acting under this contract were so specified.

Caltrans Standard Plans - Standard plans of the State of California, Department of Transportation, dated May 2006.

City - The City of Brentwood.

City Council - The City Council of the City of Brentwood, the governing body of the City of Brentwood.

Public Works Department - Engineering Division: Engineering Division within the Public Works Department of the City of Brentwood.

Engineer - The City Engineer of the City of Brentwood, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them. The City of Brentwood may hire a consulting firm as the RESIDENT ENGINEER to perform contract administration and observation services during construction, on behalf of the City of Brentwood.

Engineer of Work: - City of Brentwood

Laboratory - The designated laboratory authorized by the City of Brentwood to test materials and work involved in the contract.

ECCID - East Contra Costa Irrigation District.

Standard Plans and Specifications – Standard Plans and Specifications of the City of Brentwood, most recent version.

Standard Drawings - Standard Drawings of the City of Brentwood, Public Works Department - Engineering Division.

Other terms appearing in the Contract Documents shall have the intent and meaning specified in Section 1, "Definitions and Terms," of the Caltrans Standard Specifications.

SECTION GC-2 PROPOSAL REQUIREMENTS AND CONDITIONS

A. APPROXIMATE QUANTITY ESTIMATE

The quantities of unit priced items in the proposal and contract forms are approximate only, are given as a basis for the comparison of bids, and the City does not, expressly or by implication,

agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Engineer.

B. EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

The bidder shall examine carefully the site of work contemplated, Contract Documents, and the proposal and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the proposal, plans, specifications, and the contract. If, during the course of their examination, a bidder finds facts or conditions which appear to them to be in conflict with the letter or spirit of the project plans and specifications, they shall contact the Engineer for additional information and explanation before submitting their bid. Any request for information must be submitted at least ten (10) calendar days before the time announced for opening the proposals, if any.

Plans, forms for proposal, bonds, contracts, specifications, and geotechnical reports, are available for inspection at the Office of the City Engineer, City Hall, Brentwood, California.

A set of the Contract Documents (but not including Caltrans Standard Specifications or other documents included by reference), may be purchased at the City of Brentwood.

C. QUESTIONS DURING BIDDING

Any questions regarding the Contract Documents, or proposal forms shall be directed to the person listed in the Information For Bidders. All questions must be submitted at least ten (10) calendar days before the original bid date.

D. ADDENDA

The Engineer may, when the Engineer deems necessary, issue addenda to the Contract Documents to amend, clarify or correct matter contained therein. Such addenda shall constitute a part of the Contract Documents and shall be equally binding with them. Addenda shall be forwarded to all prospective bidders when such addenda are issued prior to receipt of bids. Bidder must acknowledge all addenda.

E. PROPOSAL FORM

All proposals must be submitted upon blank forms in the Contract Documents or obtained from the City Engineer at his office in the City Hall, Brentwood, California. Proposals shall include all applicable taxes the Contractor is required to pay. All proposals must give the prices proposed and must be signed by the bidder, with his address. If the proposal is made by an individual, his name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer. All proposals shall be submitted as directed in the "Notice Inviting Bids" under sealed cover plainly marked as a proposal, and identifying the project to which the proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded.

F. SUBCONTRACTORS AND SUPPLIERS

The bidder shall submit with its bid:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvements, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
2. The portion of the work which will be done by each subcontractor. The Contractor shall list only one subcontractor for each portion as is defined by the prime Contractor in his bid.
3. A list identifying all major material suppliers for the project.
4. Subcontractors must possess or obtain a City of Brentwood business license.

G. REJECTION OF PROPOSALS

Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind.

The City reserves the right to reject any and all proposals.

H. PROPOSAL GUARANTY

All bids shall be presented under sealed cover and shall be accompanied by cash, a cashier's check or a certified check, amounting to 10% of the bid, payable to the order of the City of Brentwood, or by bond in the form included in the bid documents for that amount and so payable, to the satisfaction and approval of the Engineer, and no bid shall be considered unless such proposal guaranty is enclosed therewith. The guaranty posted shall be forfeited to the City of Brentwood if the bidder does not, within 10 days after written notice that the contract has been awarded to the bidder, enter into a contract with the City for the work and provide the required bonds and evidence of insurance.

I. WITHDRAWAL OF PROPOSALS

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids, but only by a written request for withdrawal of the bid filed with the City Clerk. The request shall be executed by the bidder or his duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after that time nor may any bid be withdrawn after the time fixed in the public notice for the opening of bids except as stated in Section GC-2 (K).

J. PUBLIC OPENING OF PROPOSALS

Proposals will be opened and read publicly at the time and place indicated in Notice Inviting Bids. Bidders or their authorized agent are invited to be present.

K. MISTAKE

Pursuant to Public Contract Code § 5100, a bid may be withdrawn after public opening of proposals only upon the following conditions: the bidder provides written notice to the Engineer within five days after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred; the mistake was made in filling out the bid, and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans and specifications; and the mistake made the bid materially different than the bidder intended.

SECTION GC-3 AWARD AND EXECUTION OF CONTRACT

A. LICENSE

In accordance with the provisions of California Public Contract Code Section 3300, the City has determined that the Contractor shall possess a valid **Class A Contractor's License or a combination of Class "C" Specialty Contractor's License(s)** at the time the bid is submitted and the license must remain current for the duration of the contract. Failure to possess the specified license at the time of award shall render the bid non-responsive and shall act as a bar to award of the contract to the bidder. After award of contract and before the Notice to Proceed, Contractor and Subcontractor(s) must obtain or possess a current City of Brentwood business license.

B. AWARD OF CONTRACT

The right is reserved to reject any and all proposals. The award of the contract, if it is to be awarded, will be to the lowest responsive, responsible bidder. Such award, if made, will be made within ninety (90) days after the opening of the proposals. The work will not start until the City has successfully acquired all necessary right of way, easements and permits to begin work on this project. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done as shown on the proposal form.

C. CONTRACT BONDS

The successful bidder shall furnish two separate contract bonds. Each of the bonds shall be executed in an amount equal to at least 100% of the Contract Price. One bond shall guaranty the faithful performance of the contract by the Contractor; and the other bond shall secure payment of the claims of laborers, mechanics, and material suppliers employed under the contract and shall contain all provisions required by law to be included in such bond forms, including the requirements of Civil Code Sections 3247 - 3252. No alteration, extension of time, extra and additional work, or other change authorized by the Contract Documents will affect the obligations of the surety or sureties on the payment or performance bonds, and no notice to the surety or sureties shall be required of these actions.

Any bond required herein shall be issued by a corporate surety admitted to transact surety business in the State of California and holding a valid Certificate of Authority to transact Surety Insurance in the State of California.

D. EXECUTION OF THE CONTRACT

The Contract shall be signed by the successful bidder and returned, together with the Contract bonds required by Section GC-3 (C) and required insurance certificates and other required documentation described in the Contract Documents and these General Conditions, after the

bidder has received notice that the Contract has been awarded. No proposal shall be considered binding upon the City of Brentwood until the award of the contract by the City Council.

E. NOTICE TO PROCEED

A separate Notice to Proceed will be issued to the Contractor for this work. Within ten (10) working days from the Notice to Proceed or date specified in the Notice to Proceed, the Contractor shall commence work and working days will be charged to the Contractor after the date given in the Notice to Proceed.

F. FAILURE TO EXECUTE CONTRACT

Failure to execute the Agreement and file acceptable performance and payment bonds and insurance as provided herein within ten (10) working days after the bidder has received notice that the contract for the work has been awarded to him, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty. Upon any such failure by the successful bidder, the contract for the work may be awarded to the second lowest responsible bidder. If the second lowest responsible bidder fails to execute the Agreement and file acceptable bonds and insurance as provided herein within ten (10) working days after such bidder has received notice that the contract for the work has been awarded to him, the contract for the work may be awarded to the third lowest responsible bidder. Failure of the second or of the third lowest responsible bidder to whom a contract is so awarded to execute the Agreement and file acceptable bonds and insurance as provided herein within ten (10) working days after such bidder has received notice that the contract for the work has been awarded to him shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty of each such bidder.

G. RETURN OF PROPOSAL GUARANTEES

The City will retain all proposal guarantees until the Agreement for the work has been fully executed and the City has received the bonds and evidence of insurance required to be furnished, or the City has acted to reject all bids. The City will return the proposal guarantees of unsuccessful bidders, other than those forfeited, promptly thereafter.

SECTION GC-4 SCOPE OF WORK

A. INTENT OF PLANS AND SPECIFICATIONS

The intent of the Contract Documents is to prescribe the details for the construction and completion of the work, which the Contractor undertakes to perform in accordance with the terms of the contract.

Where the plans and City Standards or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, material, tools, equipment, flagmen, and incidentals, and do all the work involved in executing the contract in a satisfactory and workmanlike manner.

B. STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS

All work embraced herein shall be constructed in strict accordance with the applicable codes, plans, and specifications of the City of Brentwood Standard Plans and Specifications and the

Caltrans Standard Specifications, where applicable. All work will be done under the inspection of the City of Brentwood and shall be the responsibility of the Contractor.

The work embraced herein shall be done in accordance with specifications approved by the City if such work, material or equipment is not specifically detailed in the Contract Documents, Special Provisions, or accompanying plans.

The parts of the Contract Documents are intended to be cooperative.

In case of conflict between the Caltrans Standard Specifications and the other Contract Documents, the provisions of paragraph GC-5 (D) COORDINATION AND INTERPRETATION OF PLANS, STANDARD SPECIFICATIONS, and SPECIAL PROVISIONS shall apply. In the case of conflict between the Brentwood Standard Plans and Specifications and the Caltrans Standard Specifications, the more stringent requirement shall apply, or as approved by the Engineer.

C. FINAL CLEAN-UP

Before acceptance and final payment, the Contractor shall clean the streets, roads, structures, and all ground occupied by him in connection with the work, of all rubbish, excess materials, temporary structures, and equipment; and all parts of the work shall be left in a neat and presentable condition. Any damage to property, missing signs, mailboxes, etc. must be repaired/replaced to the satisfaction of the Engineer. Full compensation for final cleaning up shall be considered as included in the prices paid for the various contract items of work, and no separate payment will be made therefor.

D. CHANGES

The City of Brentwood reserves the right to make such alterations, deviations, additions to or omissions from the Contract Documents, including the right to increase or decrease the quantity of any item or portion of the work or to omit any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated. Changes in quantities shall be in accordance with the provisions of Section 4-1.03B - Increased or Decreased Quantities of the Caltrans Standard Specifications.

Any such changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the City.

All changes in the work shall be made as provided in the Contract Documents. Notice is hereby given that under certain circumstances, changes may require the approval of the legislative body, and may further require notice to affected property owners and the conduct of a public hearing.

E. SEVERABILITY CLAUSE

If any provision or any part of any provision of these Contract Documents is, for any reason, held to be invalid, unenforceable or contrary to any public policy, law, statute, regulation or ordinance, then the remainder of these specifications shall not be affected thereby and shall remain valid and fully enforceable.

F. EXTRA WORK

New and unforeseen work will be classed as extra work when such work cannot be covered by any of the various items or combination of items for which there is a bid price. The Contractor shall do no extra work except upon written order from the Engineer. Compensation for authorized extra work will be paid as previously agreed upon in writing, or by force account as provided in Section 9-1.03 of the Caltrans Standard Specifications.

SECTION GC-5 CONTROL OF WORK

A. AUTHORITY OF ENGINEER

The Engineer, or his designee, shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner or performance and loss of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation. The Engineer's decision shall be final and the Engineer shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

B. PLANS AND WORKING DRAWINGS

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the Engineer, except by direction of the Engineer.

The Plans furnished consist of general drawings and show such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the contract plans shall be in writing.

The Plans shall be supplemented by such working drawings prepared by the Contractor as are necessary to adequately perform the work. No change shall be made by the Contractor in any working drawing after it has been approved by the Engineer.

It is expressly understood, however, that approval of the Contractor's working drawings shall not relieve the Contractor of any responsibility for accuracy of dimensions and details, or for mutual agreement of dimensions and details. Contractor shall be responsible for agreement and conformity of its/his working drawings with the Contract Documents.

Full compensation for furnishing all working drawings shall be considered as included in the prices paid for the contract items of work to which such drawings relate and no additional compensation will be allowed therefor.

C. CONFORMITY WITH CONTRACT DOCUMENTS AND ALLOWABLE DEVIATIONS

Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, in the Contract Documents. Although measurement, sampling and testing may be considered evidence as to such conformity, the Engineer shall be the sole judge as to whether the work or materials deviate from the plans and specifications, and his decision as to any allowable deviations therefrom shall be final. Deviations from the approved plans, as may be required by the construction, will be determined in all cases by the Engineer or his designee and authorized in writing.

D. COORDINATION AND INTERPRETATION OF PLANS, STANDARD SPECIFICATIONS, AND SPECIAL PROVISIONS

The Brentwood Standard Plans and Specifications, the Plans, and the Caltrans Standard Specifications, and any Special Provisions, these General Conditions, contract change orders, and all supplementary documents are essential parts of the Contract Documents, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe, and to provide for a complete work. In the event of a conflict, the most stringent shall govern, or as approved by the Engineer.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings.

E. ORDER OF WORK

When required by the Special Provisions or Plans, the Contractor shall follow the sequence of operations as set forth therein. Full compensation for conforming with such requirements will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

For all gravity facilities, such as sewer or storm drain improvements, Contractor shall verify the design and/or invert elevation at the downstream terminus and provide written notification to City and Engineer if there is any discrepancy between the field conditions and the design plans. Unless otherwise required in the Technical Specifications, Contractor shall commence construction of these gravity facilities at the most downstream terminuses and proceed with construction going upstream.

F. SUPERINTENDENCE

The Contractor shall provide competent supervision of the work as approved by the Engineer. The Contractor or designated representative shall be present at the site at all times while work is actually in progress. Before starting work, the Contractor shall designate in writing, a representative who shall have the authority to represent and act for the Contractor regarding any written or verbal directions, or requests of the Engineer. Directions or requests delivered to the representative shall have the force and effect as if delivered to the Contractor. The authorized representative shall be an employee of the Contractor's organization and shall be shown on the Contractor's payroll. The Contractor will not designate a subcontractor as the authorized representative. During periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required. Whenever the Contractor or representative is not present on any particular part of the work, where the Engineer desires to give direction, orders will be given by the Engineer which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work for which the order is given.

Failure of the Contractor or designated representative to be present at the job site at all times when work is in progress will be considered as failure on the part of the Contractor to perform a provision of the Contract, and as such, the Engineer may, in accordance with Section 8-1.05 of the Caltrans Standard Specifications, "Temporary Suspension of Work," suspend all work until such time as satisfactory arrangements have been made to have a designated representative on the site at all times when work is in progress. No additional compensation or additional working days will be allowed by reason of such suspension. The days on which the suspension is in effect shall be considered working days if such days are working days within the meaning of the

definition set forth in Section 8-1.06 of the Caltrans Standard Specifications, "Time of Completion."

G. LINES AND GRADES

Such stakes or marks will be set by the Engineer as he determines to be necessary to establish the lines and grades required for the completion of the work.

When the Contractor requires such stakes or marks, the Contractor shall notify the Engineer or his designee of his requirements in writing at least three (3) working days (72 hours) in advance of starting operations that require such stakes or marks. The Contractor shall coordinate his work such that each staking request will have a minimum of four (4) hours of field staking time. If the Contractor submits a request having less than the minimum four (4) hours of field staking time, the Contractor will be billed the Engineer's time and cost for the difference between the four (4) hour minimum and the actual staking time.

The Contractor shall ensure that the area to receive stakes shall be free of all obstructions, equipment, stockpiles, etc. If the area to receive stakes is not ready for staking when the Engineer arrives on the site, the original 72 hour advance time will become void and the Engineer will have 72 hours from the time the area is then ready for stakes to place the stakes and prepare cut sheets.

Contractor shall protect stakes and marks set by the Engineer against vandalism and preserved by the Contractor. In case such stakes and marks are lost, destroyed, or damaged, the Contractor must notify the Engineer or his designee in writing of his request for the stakes to be reset. Upon receipt of the request, the Engineer will replace the stakes within three (3) working days. The Contractor will be charged for the cost of necessary replacement or restoration of stakes and marks which in the judgment of the Engineer were carelessly lost or willfully destroyed or damaged by the Contractor's operations. Re-stake charges shall include any recalculation, checking, and administrative charges the City incurs. These charges will be deducted from any monies due or to become due the Contractor.

H. INSPECTION

The Engineer and designees shall at all times have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of the Contract Documents. All work done and all materials furnished shall be subject to their inspection.

The inspection of the work or materials shall not relieve the Contractor of any of his obligations to perform the work as prescribed. Work and materials not meeting such requirements shall be made good and unsuitable work or materials may be rejected, notwithstanding that such work or materials have been previously inspected by the Engineer or that payment therefore has been included in a progress estimate.

I. REMOVAL OF REJECTED AND UNAUTHORIZED WORK

All work which has been rejected shall be remedied, or removed from the site and replaced by the Contractor in an acceptable manner. Any work done beyond the lines and grades shown on the plans or established by the Engineer, or any extra work done without written authority, will be considered as unauthorized work and will not be paid for. Upon order of the Construction Manager or Engineer unauthorized work shall be remedied, removed, or replaced at the

Contractor's expense. No compensation or adjustment of the contract time will be allowed for such removal, replacement, or remedial work.

Upon failure of the Contractor to comply promptly with any order of the Construction Manager or Engineer made under this section, the Construction Manager or Engineer may cause rejected or unauthorized work to be remedied, removed, or replaced, and to deduct the costs from any monies due or to become due the Contractor.

J. CHARACTER OF WORKMEN

If any subcontractor or person employed by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the request of the Engineer, and such person shall not again be employed on the work. Failure by the subcontractor or Contractor to comply with this section shall be the basis of at least one day of liquidated damages as determined by the Engineer.

K. FINAL INSPECTION

When the Contractor believes the work is complete, it shall submit a written request for final inspection to the Engineer. When the work has been completed, the Engineer, or his designee, will make the final inspection.

SECTION GC-6 CONTROL OF MATERIALS

A. GENERAL

The control of the materials required to complete the work including, but not limited to, the sources, handling, testing, and rejections shall conform to Section 6 of the Caltrans Standard Specifications.

B. SAMPLES AND TESTS

The source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work.

Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination when requested by the Engineer or as specified in the Contract Documents. Contractor shall submit all test results to the Engineer within five (5) days of the testing at no charge to the City.

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods and tests as are prescribed in the Caltrans Standard Specifications, the City of Brentwood Standard Plans and Specifications, and the Special Provisions.

The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer.

C. DEFECTIVE MATERIALS

All materials the Engineer has determined do not conform to the requirements of the Contract Documents will be rejected, whether in place or not. They shall be removed immediately from the site of the work, unless otherwise permitted by the Engineer. No rejected material shall be used in the work, unless the defects have been corrected and approval in writing has been given by the Engineer. The cost of re-testing material or workmanship that fails to pass the first test shall be

borne by the Contractor. Upon failure of the Contractor to comply promptly with any order of the Engineer made under the provisions in this section, the Engineer shall have authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any monies due or to become due the Contractor.

D. SUBSTITUTION OF EQUALS

Whenever in the Contract Documents any material, equipment or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, and the Contractor desires to offer a substitute material, equipment or process on the basis that the substitute is the equal in every respect to that so indicated or specified, then the Contractor shall first submit to the Engineer or his agent for his approval, such detailed plans and specifications and other data as the Engineer may deem necessary to enable him to determine if the substitute is the equal of that specified. The Engineer shall in all cases be the judge as to whether the substitute offered is the equal in all respects of the material, equipment or process specified.

If the material, equipment or process offered by the Contractor is not, in the opinion of the Engineer or his agent, equal in every respect to that specified, then the Contractor must furnish the material, equipment or process specified, or one that in the opinion of the Engineer is the equal thereof in every respect.

If the material, equipment or process offered by the Contractor is not, in the opinion of the Engineer or his agent, equal in every respect to that specified, and is approved for substitution, then the City shall receive the full benefit of any saving in cost to the Contractor which might result from such substitution.

In the event that a material, equipment or process is substituted in place of that specified, in accordance with the above, and such substitution, in the opinion of the Engineer, makes it necessary to change, alter, modify or redesign any unit or part of the work of which the substitution is a part, then the Contractor shall pay all costs, including engineering costs, occasioned by such change, alteration, modification or redesign.

E. COST REDUCTION INCENTIVE

Cost Reduction Incentives shall be in accordance with Section 5-1.14 of the Caltrans Standard Specifications.

SECTION GC-7 LEGAL RELATIONS AND RESPONSIBILITY

A. GENERAL

In connection with laws to be observed and responsibility of the Contractor, attention is directed to Section 7 of the Caltrans Standard Specifications and to the laws therein applicable to this contract. Full compensation for conforming to the provisions of Section 7-1.08 and 7-1.09 shall be considered included in the prices paid for the various contract items of work, and no additional compensation shall be allowed therefor.

B. LAWS TO BE OBSERVED

The Contractor shall keep itself fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of

work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

The Contractor shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the City, and all officers and employees thereof connected with the work, including but not limited to the Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Engineer or the Engineer's employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Engineer in writing.

C. LABOR

1. In connection with laws to be observed and responsibility of the Contractor, attention is directed to Section 7 of the Standard Specifications and the laws therein referred to which are applicable to this contract. Attention is particularly directed to the subsections pertaining to Hours of Labor, Alien Labor, Labor Discrimination, Prevailing Wages, Apprentices, and the Fair Labor Standards Act.
2. This is a public works contract within the meaning of Part 7 of Division 2 of the California Labor Code (Sections 1720 and following), and the contractor and any subcontractor under him shall pay not less than the specified prevailing rates of wage to all workmen employed. Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the City Council of the City of Brentwood has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes in the City, a copy of which is on file in the office of the City Engineer, and shall be made available for viewing to any interested party upon request.
3. Attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of himself and any subcontractors with the requirements of said sections in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Pursuant to the requirements of Division 4 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code.

Prior to commencement of work, the Contractor shall sign and file with the Engineer a certification in the following form:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract."

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

All penalties set forth in Section 7 of the Caltrans Standard Specifications shall be payable to the City of Brentwood.

D. CONTRACTOR'S LICENSING LAWS

Attention is directed to Business and Professions Code Sections 7000 et seq. concerning the licensing of contractors. All bidders and subcontractors shall be licensed in accordance with the laws of this State and any bidder or subcontractor not so licensed is subject to penalties imposed by such laws.

E. DOMESTIC MATERIALS

Only such unmanufactured materials as have been produced in the United States, and only such manufactured materials as have been manufactured in the United States substantially all from materials produced in the United States, shall be used in the performance of the contract, in accordance with the provisions of Section 4300 et seq. of the Government Code.

Any person who fails to comply with the provisions of these laws shall not be awarded any contract to which these statutes apply for a period of 3 years from the date of the violation.

F. FOREIGN MATERIALS

The provision of Standard Specifications Section 6-1.08 – Foreign Materials – that prohibits the use of steel manufactured outside of the United States as unidentified stock material shall not apply to the work performed under these General Conditions. The requirements of Standard Specifications Section 55-2.07 shall apply to any such materials to be used on the Project.

G. PAYMENT OF TAXES

The contract prices paid for the work shall include full compensation for all taxes the Contractor is required to pay, whether imposed by federal, state or local government, including, without being limited to, federal excise tax.

H. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any construction permits required by the City for performing any work on this project will be issued by the City at no charge to the Contractor. The Contractor and all subcontractors shall pay all City business license fees and must possess or obtain a City of Brentwood Business License before performing any field work.

I. PATENTS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work. In addition to the other obligations set forth in paragraph O, Contractor shall indemnify, defend, and hold the City of Brentwood, its elected and appointed officials and employees harmless against any claim in which a violation of intellectual property rights, including but not limited to copyright or patent rights, is alleged that arises out of Contractor's work under this Agreement.

J. SAFETY

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property on or near the Project or adjacent to the site of the work during the performance of the work. This requirement shall apply continuously and not be limited to normal working hours. The duty of the Engineer to review the work does not include review or approval of the adequacy of the Contractor's safety program, safety supervisor, or any safety measures taken in, on or near the job site.

Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein.

The Contractor shall develop and maintain for the duration of this contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program. The safety program shall be posted at the project site.

K. PUBLIC CONVENIENCE AND SAFETY

The Contractor's attention is directed to Subsections 7-1.08 and 7-1.09 of the Caltrans Standard Specifications. Full compensation for complying with the provisions of such subsections shall be considered included in the prices paid for the various contract items of work, and no additional compensation shall be allowed therefor.

All signs required by the Engineer shall be furnished and installed by the Contractor. The cost of furnishing, installing, maintaining, and removing such signs shall be considered as included in the prices paid for the various contract items of work, and no additional compensation shall be allowed therefor.

The Contractors shall notify the Construction Manager and the City of Brentwood's Fire and Police Departments in writing at least 2 working days before closing any lane or otherwise hindering access by emergency vehicles to any area.

L. FLAGGING COSTS

The costs of furnishing all flaggers and guards and traffic control devices to the project under the provisions of this section and Sections 7-1.08, 7-1.09 and 12-2.02 of the Caltrans Standard Specifications will be borne by the Contractor and shall be considered included in the prices paid for the various contract items of work, and no additional compensation shall be allowed therefor. Contractor shall submit a traffic control plan to the Engineer for approval seventy-two hours (72) prior to start of work.

The traffic control plan shall be prepared by a person who is certified by either the Institute of Transportation Studies (ITS), the American International Municipal Signal Association (IMSA) or the State of California Department of Transportation (Caltrans) as having successfully completed training in the design and operation of work zone traffic control. Along with the Traffic Control Plan, the Contractor shall submit the Designer's Certification. Work shall not proceed without the Engineer's advance approval of the Traffic Control Plan for the area in which work will be performed.

M. PRESERVATION OF PROPERTY/PRE-CONSTRUCTION SURVEY

1. Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities" of the Caltrans Standard Specifications, City of Brentwood Standards and City Ordinances. Contractor shall exercise due care to avoid injury to existing highway improvements or facilities, utility facilities, adjacent property, and roadside trees and shrubbery that are not to be removed.
2. Roadside trees and shrubbery, pole lines, fences, mailboxes, signs, markers and monuments, buildings and structures, conduits, pipe lines under or above ground, sewer and water lines, all highway facilities, and any other improvements or facilities within or adjacent to the work, not shown on the plans to be removed, shall be protected from injury or damage, and if ordered by the Engineer, the Contractor shall provide and install suitable safeguards, approved by the Engineer, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operation, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by the contract, if any such objects are a part of the work being performed under the contract. The Engineer may make or cause to be made such temporary repairs as are necessary to restore to service any damaged highway or other facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any monies due or to become due to the Contractor under the contract.
3. It shall be the Contractor's responsibility to ascertain the existence of any underground improvements or facilities, which may be subject to damage in the course of performing the Work. A minimum of 48 hours, or two working days, prior to beginning of construction, the Contractor shall notify Underground Services Alert (USA), telephone 1-800-642-2444, to have existing facilities marked in the field.
4. Pre Construction Survey. The Contractor shall provide pre-construction color photographs, 35mm or larger film size, of the work site including surrounding areas as stated above. Each photograph shall be marked to indicate the date, name of work and the location where the photograph was taken. Photographs shall be taken at intervals as directed by the Engineer or his designee.

Prints shall be submitted in a three-ring photo album binder with clear plastic covered fillers, four photos each side, grouped according to street, lateral or line and in sequence. Each group of prints shall be identified by a label which projects beyond the edge of filler and is easily recognized. Negatives may be placed within the filler sleeves or submitted separately.

Approximately twenty-five (25) photographs shall be submitted to the Engineer for the Engineer's approval. This approval shall be obtained before proceeding with the remaining photographs. Video may also be required if specified in the technical specifications.

The photographs and or videotapes shall be submitted to the Engineer either prior to or with the first progress payment request. The progress payment will not be considered for payment until this deliverable is accepted by the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property as specified in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

5. Monument Preservation. California Penal Code Section 605 makes it a misdemeanor to maliciously remove any monument or deface or alter the marks upon any such monument, including the removal of any tree upon which any such marks have been made for such purpose. Resurfacing or reconstruction of streets resulting in monuments being covered with paving materials without being preserved is considered a violation of this requirement. Monuments shall include well monuments, benchmarks, property corners, nails, chiseled marks in concrete, iron pipes, rebar stakes, markings in trees or any physical marking or object that is considered as being representative of a boundary, survey or alignment of a road or easement, whether recorded or not. All land surveying activities must be conducted by or under the responsible charge of a California licensed land surveyor. For this project the City or Engineer will provide the locations of monuments within the project area prior to start of work.

Contractor shall verify the location of all survey monuments within the project area and provide necessary protective measures to preserve said monuments. Contractor shall be responsible for contacting City if there is any question on whether an object or marking constitutes a monument under this section, whether identified or not by City or Engineer.

Following construction completion, City and/or Engineer will examine the condition of said monuments, and provide notice to Contractor if any are altered or destroyed. Contractor shall be responsible for all costs to replace any altered or destroyed monuments, including payment of fees, penalties, recordation of documents and consultant costs.

N. DOMESTIC WATER TURN-OFF

Water valves installed in the City of Brentwood's domestic water distribution system shall not be closed (water turned off) without the written consent of the Engineer or his designee, all work related to water valves (turn on or off) must be operated by City staff/personnel. All grading and other excavation work shall be conducted so that the domestic water system shall not be endangered in any way whatsoever. In the event that the nature of the work is such that certain water valves must be closed for the installation of the Work, the Contractor shall prepare for approval by the Engineer or his designee, a form letter of explanation and notice of intent for temporary water shutoff, said notice to be distributed to each and every residence and/or place of business within the area for which water service is to be temporarily discontinued a minimum of 24 hours prior to the shutdown.

All intentional water service shutoffs shall be performed between the hours of 10:00 a.m. and 4:00 p.m., and following the 24-hour notice.

O. RESPONSIBILITY FOR DAMAGE

The provisions of this Section GC-7(O) replace Section 7—1.12A of the Caltrans Standard Specifications.

The Contractor shall submit a job site security plan to the Brentwood Police Department for review at a pre-construction meeting and obtain Police Department approval prior to issuance of a grading permit, encroachment permit or issuance of any building permits. The security plan shall include a list of 24-hour contact numbers and shall require either on-site job security during off hours, or all tools, equipment and materials shall be removed from the job site after the normal working hours, or other measures acceptable to the Brentwood Chief of Police.

The City of Brentwood and all officers and employees thereof connected with the work, including but not limited to the City Council and the Engineer, shall not be answerable or accountable in

any manner: for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person; or for damage to property from any cause except losses due to sole or active negligence of the City of Brentwood's officers or employees.

To the fullest extent allowed by law, Contractor shall defend, indemnify and hold harmless the City of Brentwood, its elected and appointed officials and employees, from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and other defense costs, resulting from injury to or death sustained by any person (including Contractor's employees), or damage to property of any kind, or any other injury or damage whatsoever, which injury, death or damage arises out of or is in any way connected with the performance of the work, without regard to the Contractor's negligence or fault, including any of the same resulting from City's alleged or actual negligent act or omission, or its agents, contractors or employees; except that said indemnity shall not be applicable to injury, death or damage to property arising from the sole or active negligence or willful misconduct of the City, its officers, agents, or servants who are directly responsible to City. This indemnification shall extend to claims asserted after termination of this Contract for whatever reason.

Without limiting the generality of the foregoing indemnity, such indemnity obligation expressly extends to and includes any and all claims, demands, losses, damages, costs, expenses, fines, penalties, judgments or liability occasioned as a result of:

- (a) Damages to adjacent property caused by the conduct of the work;
- (b) The violation by the Contractor, the Contractor's agents, employees, or independent contractors or subcontractors, of any provisions of federal, state or local law, including applicable administrative regulations;
- (c) Injury to or death of any person, or any property damage to property owned by any person while on or about the site or as a result of the work, whether such persons are on or about the site by right or not, whenever the work is alleged to have been a contributing cause in any degree whatsoever.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the contract as shall be considered necessary by the City, may be retained by the City of Brentwood until disposition has been made of such suits or claims for damage.

P. COOPERATION

Should construction be under way by the City, other agencies or other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The Owner reserves the right to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces. If delays occur due to this section, no additional compensation will be paid.

Q. CONTRACTOR'S RESPONSIBILITY FOR WORK AND MATERIALS

Until the final acceptance of the contract, the Contractor shall have the charge and care of the work and of the materials to be used therein, including materials for which partial payment has been received. The City of Brentwood shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance.

R. ACCEPTANCE OF CONTRACT

When the Engineer has made the final inspection and determines that the contract has been completed in all respects in accordance with the plans and specifications including all punch list items, the Engineer will recommend that the City Council formally accept the contract, and immediately upon and after such acceptance by the City Council, the Contractor will not be required to perform any further work and the Contractor shall be relieved of his responsibility for injury to persons or property or damage to the work which occurs after the formal acceptance by the City Council. The formal acceptance by the City Council does not relieve the Contractor of the one (1) year maintenance and warranty responsibility.

S. PERSONAL LIABILITY

Neither the City Council, the Engineer nor any other officer or authorized employee of the City of Brentwood, nor any officer or employee of any state, county, city or district shall be personally responsible for any liability arising under or by virtue of the contract.

T. INSURANCE

In addition to any other form of insurance or bonds required under the terms of the contract and specifications, the Contractor shall obtain and, at all times during performance of the work, maintain, insurance of the following kinds and amounts:

1. Comprehensive General Liability and Automobile Liability Form is modified to read as follows:
 - a. Contractor's Bodily Injury and Property Damage Liability;
 - b. Products Liability;
 - c. Contractor's Protective Liability for bodily injury and property damage including products;
 - d. Contractual liability assumed;
 - e. Motor Vehicle Liability - Bodily Injury and Property Damage including automobile non-ownership coverage.
2. Bodily Injury and Property Damage Liability Insurance Limits is modified to read as follows:

a. (I) Contractor's Bodily Injury, except motor vehicle.	\$1,000,000
(II) Contractor's Property Damage except motor vehicle.	\$1,000,000
b. (I) Bodily Injury – Products.	\$1,000,000
(II) Property Damage – Products.	\$1,000,000
c. (I) Bodily Injury - Contractor's Protective, including products.	\$1,000,000
(II) Property Damage - Contractor's Protective including Products;	\$1,000,000
d. (I) Bodily Injury - Contractual Liability Assumed	\$1,000,000
(II) Property Damage - Contractual Liability Assumed	\$1,000,000
e. (I) Motor Vehicle - Bodily Injury	\$1,000,000
(II) Motor Vehicle - Property Damage	\$1,000,000

Each occurrence \$1,000,000 (except for item "e (I)" which is \$1,000,000) with a \$2,000,000 aggregate.

3. Worker's Compensation Liability Insurance Including Employer's Liability:
 - a. Statutory California Limits Employer's liability \$2,000,000 per occurrence

4. General

- a. The Contractor may furnish evidence of primary liability insurance with sufficient limits in separate excess or umbrella liability policy providing the total limits of liability are equal to or exceed the minimum insurance requirements.
- b. If any part of work is sublet the Contractor will furnish the City of Brentwood with evidence of similar insurance for all subcontractors.
- c. The Contractor shall furnish evidence of required insurance coverage by filing a certificate of insurance with the City of Brentwood. This certificate shall also show the City, the City's representatives, employees, officers and boards, their consultants, the City's Engineer and their consultants, as additional insureds by separate endorsement.
- d. The required insurance coverage shall be carried until all work is formally accepted by the City of Brentwood City Council.
- e. The certificate of insurance shall guaranty that the policy will not be amended, altered, modified, or canceled without at least thirty (30) days notice mailed by registered mail to the City Engineer, City Hall, 150 City Park Way, Brentwood, California, 94513.
- f. Full compensation for all premiums which the Contractor and the subcontractor are required to pay on all the insurance described above shall be considered as included in the prices paid for the various items of work to be performed under the contract, and no additional allowance will be made therefore or for additional premiums which may be required by extension of the policies of insurance.
- g. The insurance herein required shall be obtained by the successful bidder and the certificate furnished as herein required within the time fixed for his execution of the Contract as set forth in Section GC-3 (c) of these General Conditions.
- h. The insurance for contractual liability assumed by the Contractor shall be applicable to the liability assumed under Section GC-7 (O), and under any other provisions of the Contract whereby the Contractor assumes a liability.
- i. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

U. TERMINATION

In addition to terminating Contractor's control of the work under Section 8-1.08 "Termination of Control" or terminating the Contract under Section 8-1.11 "Termination of Contract" of the Caltrans Standard Specifications, the City may terminate the Contract for the following causes:

1. The Contractor is insolvent or has made a general assignment for the benefit of creditors, or a receiver has been appointed on account of the insolvency of the Contractor.
2. The Contractor or any of its subcontractors violate any of the material provisions of the Contract or fail to perform the work within the time specified in the Contract Documents.
3. The Contractor or any of its subcontractors should fail to make prompt payment to subcontractors or material suppliers for material or for labor.
4. The Contractor or a subcontractor Disregards laws, ordinances, or the instructions of the City or the Engineer.

5. The Contractor fails to abide by a proper stop work notice or fails to correct rejected work or materials.
6. The Contractor fails to provide and keep in full force and effect all required insurance or fails to cause all subcontractors to do so.
7. The Contractor fails to supply a sufficient number of properly skilled workers or proper materials, or fails to diligently prosecute the work.
8. The Contractor commits any substantial violation of the Contract which constitutes a material breach of the Contract.

The Engineer may, without prejudice to any other right or remedy, give written notice to the Contractor of its intention to terminate the contract. Termination shall be completed when the City Council authorizes termination.

Unless within seven (7) days of the delivery of such notice, the Contractor shall cease such violation or otherwise make satisfactory arrangements for a correction thereof, which arrangements are set forth in a written agreement signed by the Contractor and the City, the Contractor's right to complete the work shall cease and terminate.

In the event of any such termination by City Council, the City Clerk or Engineer shall immediately give written notice thereof to the Contractor. If the City takes over the work, it may prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor shall be liable to the City for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, the City may, without liability, take possession of and utilize in completing the work, the Contractor's materials and equipment, whether stored at the Site or elsewhere. Whenever the Contractor's right to proceed is terminated, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the City terminates the Contract for cause, the City may retain out of any funds due or to become due the Contractor the amount of the cost of completing the work and any expense incidental to reletting the contract or performing the work, and may also hold the Contractor and the Contractor's sureties responsible for such cost and expense, and for any damages resulting from the abandonment or failure, upon the bond. The Contractor shall not receive any further payment until the work is complete.

If City terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience in accordance with Section 8-1.11 of the Caltrans Standard Specifications. In such event, Contractor shall be entitled to receive only the amounts payable under that section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

SECTION GC-8 PROSECUTION AND PROGRESS

A. GENERAL

The prosecution and progress of the work shall conform to Section 8 of the Caltrans Standard Specifications and the Special Provisions.

B. SUBLETTING AND ASSIGNMENT

Attention is directed to Section 8-1.01 of the Caltrans Standard Specifications, which provides that the Contractor shall give personal attention to the performance of the Contract and shall keep the work under its control.

No subcontractors will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, who will be held responsible for their work which shall be subject to the provisions of the Contract and specifications. The Contractor shall perform with its own organization, contract work amounting to not less than 50% of the original total contract price.

When a portion of the work, which has been subcontracted by the Contractor, is not being prosecuted in a manner satisfactory to the Engineer, the subcontractor shall be removed immediately on the direction of the Engineer and shall not again be employed on the work.

Attention is directed to Section 8-1.02 of the Standard Specifications. The performance of the Contract may not be assigned except upon written consent of the Engineer.

C. COMMENCEMENT OF WORK, PROGRESS, AND TIME FOR COMPLETION

The Contractor shall begin work within ten (10) days after the date specified on the Notice to Proceed and shall diligently prosecute the same to completion within the time set forth in these Contract Documents. Failure to diligently prosecute the work for more than 3 working days shall constitute a breach of contract.

Hours of work - Overtime and holidays. The Contractor shall perform all work during the working hours of 7:00 a.m. to 3:30 p.m., Monday through Friday (unless otherwise noted below). There will be no lane closures allowed prior to 8:30 a.m. or after 2:30 p.m., Monday through Friday, if school is in session. If the Contractor wishes to work during any other hours, a written request for that work shall be submitted including agreement to pay for overtime inspection from the Contractor. Written permission must be received from the Engineer prior to working. The request must be received at least two (2) working days in advance of any work. No work will be allowed on City of Brentwood Holidays except in the case of an emergency. If Contractor requests overtime work in which the City will incur costs, the City will subtract the costs associated with the overtime testing and staking from the Contractor's payment as a "deduct". A listing of the City of Brentwood holidays is as follows:

November 11, 2013	Monday	Veteran's Day
November 28, 2013	Thursday	Thanksgiving Day
November 29, 2013	Friday	Holiday
December 24, 2013	Tuesday	Christmas Eve
December 25, 2013	Wednesday	Christmas Day
December 31, 2013	Tuesday	New Year's Eve
January 1, 2014	Wednesday	New Year's Day
January 20, 2014	Monday	Martin Luther King's Birthday
February 17, 2014	Monday	President's Day

D. WORKING DAYS

A working day is defined as stated in Section GC-8 (C) above and in the Caltrans Standard Specifications.

E. TEMPORARY SUSPENSION OF WORK

The Engineer or his designee shall have the authority to suspend the work wholly or in part, for such a period as the Engineer may deem necessary, as defined in the Caltrans Standard Specifications.

F. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall complete all or any designated portion of the work called for under the contract in all parts and requirements within the time set forth in the Special Provisions and in the Notice Inviting Bids. The Contractor's attention is directed to Section 8-1.07 -- Liquidated Damages -- of the Caltrans Standard Specifications, which shall apply here.

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by the City of Brentwood, and that it is and will be impracticable to determine the actual damage which the City of Brentwood will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Brentwood the sum stated in the Notice Inviting Bids for each and every calendar day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Brentwood may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract.

It is further agreed that in case the work called for under the Contract is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for completion of the Contract, it shall further have the right to charge to the Contractor, its heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor will not be assessed with liquidated damages or the cost of engineering and inspection during the delay in the completion of the work caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided, that the Contractor shall within fifteen (15) days from the beginning of any such delay, notify the Engineer, in writing of the causes of delay. Failure to notify the Engineer within fifteen (15) days from the beginning of any such delay shall constitute a waiver of any claim for such delay. The Engineer shall ascertain the facts and the extent of delay, and his findings thereon shall be final and conclusive.

Except for the additional compensation provided for in Section 8-1.09, "Right of Way Delays," of the Caltrans Standard Specifications, and except as provided in Public Contract Code Section 7102, the Contractor shall have no claim for damage or compensation for any delay or hindrance.

It is the intention of the above provisions that the Contractor shall not be relieved of liability for liquidated damages or engineering and inspection charges for any period of delay in completion of the work in excess of that expressly provided for in Section 8-1.07 of the Caltrans Standard Specifications.

G. LIMITS OF WORK

The "limits of work" are shown on the plans (where applicable). The Contractor shall make its own arrangements, and pay all expenses for additional area required outside of the limits of work unless provided in the Technical Specifications.

H. UTILITY FACILITIES

The Contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated or otherwise rearranged.

If Contractor while performing the work discovers utility facilities not identified in the Contract Documents, Contractor shall immediately notify the City and the utility owner. City shall arrange the removal, relocation, or protection of existing main or trunk line utility facilities located at the site of the work but not identified in the Contract.

If the Contractor is required to locate, repair damage not due to the Contractor's failure to exercise reasonable care, and remove or relocate existing main or trunk line utility facilities, it shall be compensated under Section 9-1.03 of the Caltrans Standard Provisions, including payment for equipment on the Project necessarily idled during such work, only for the day that the work is interrupted.

Contractor will not be entitled to damages or additional payment for delays caused solely by the failure of City, or the owner of the utility, to provide for removal or relocation of existing main or trunk line utility facilities not identified in the Contract Documents, except for equipment necessarily idled during such work.

Contractor shall not be assessed liquidated damages for delay in completing the work solely attributable to the failure of City, or the owner of the utility, to provide for removal or relocation of existing main or trunk line utility facilities not indicated in the Contract Documents with reasonable accuracy.

The right is reserved by the City and the owners of facilities or their authorized agents, to enter the job for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct his operations in such a manner as to avoid any delay or hindrance to the work being performed by such other forces.

Attention is directed to the possible existence of underground facilities not known to the City of Brentwood, or in a location different from that which is shown on the plans or in the Special Provisions. The Contractor shall take all steps reasonably necessary to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service, including but not limited to calling USA to mark utilities. See GC-7 (M).

I. COMPENSATION

Full compensation for conforming to the requirements of this section GC-8 shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore, except that this provision does not constitute a waiver, alteration, or limitation of the applicability of Section 7102 of the Public Contracts Code.

SECTION GC-9 MEASUREMENT AND PAYMENT

A. GENERAL

Attention is directed to Section 9 of the Caltrans Standard Specifications which includes procedures for determination of payments, compensation for extra work by force account, partial payments, and final payments.

B. SCOPE OF PAYMENT

The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the City, and for all risks of every description connected with the prosecution of the work, also for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the contract; and for completing the work according to the plans and specifications. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

The Contractor's progress payment application shall include a certificate that all certified payroll reports for the general and all subcontractors have been prepared and are available for review if requested by the City. Contractor shall include with each estimate for payment forms of "Conditional Waiver and Release Upon Progress Payment" as prescribed in Civil Code Section 3262 signed by all subcontractors, material suppliers, equipment lessors and other parties covering labor, materials, equipment or services included in the pay estimate. Within forty five (45) days of the date City makes payment to Contractor on an estimate for payment, Contractor shall obtain and submit to City "Unconditional Waiver and Release Upon Progress Payment" in the form prescribed in Civil Code Section 3262 from the same subcontractors, suppliers, equipment lessors and others. These forms are included in these General Conditions at the end of this section, GC-9 (M).

The contractor will also provide an updated construction schedule.

No compensation will be made in any case for loss of anticipated profits.

As described in the California Public Contract Code 20104.50, the City will release progress payments to Contractor 30 days from receipt of a complete payment application. A complete application includes all required back-up documentation.

C. EXTRA AND FORCE ACCOUNT WORK

Extra work as herein before defined, when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided, and as provided in Section GC-4 (F) of the General Conditions. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing or by force account as provided in Section 9-1.03 of the Standard Specifications.

D. STOP NOTICES

The City may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims stated in stop notices filed pursuant to Section 3179 et seq. of the Civil Code and to provide for the cost of any litigation thereunder, and as provided in the Contract Documents for the project.

E. PROGRESS PAYMENTS

The City shall, once in each month, cause an estimate in writing to be made by the Engineer of the total amount of work done and if provided in the Special Provisions, the Contractor's actual cost for materials furnished for the Project and delivered to and properly stored on the site and not used, to the time of such estimate. The Contractor shall submit at least seven (7) days before the end of the month to the Engineer a list of materials on-site but not used and suppliers' invoices showing the Contractor's actual net cost for the materials. The Engineer, at the Engineer's sole discretion, will approve items for which partial payment is to be made. The City shall retain 5% of such estimated value of the work done and 50% of the value of the materials that have been furnished and delivered and unused as part security for the fulfillment of the Contract by the Contractor, and shall monthly pay to the Contractor, while carrying on the work, the balance after deducting there from all previous payments and all sums to be kept or retained under the provisions of the Contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when in his judgment the total value of the work done since the last estimate amounts to less than Three Hundred Dollars (\$300.00).

No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

F. SUBSTITUTION OF SECURITIES FOR WITHHELD AMOUNTS

Pursuant to Public Contract Code Section 22300, at the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

Alternatively, the Contractor may request and the owner shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the Contractor. Upon satisfactory completion of the contract, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.

Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the public agency.

The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

The City shall be entitled, at any time, to request the deposit of additional securities of a value designated by City, in City's sole discretion, to satisfy this requirement. If the City does not receive satisfactory securities within twelve (12) consecutive days of the date of the written request, City shall be entitled to withhold amounts due Contractor until securities of satisfactory value to City have been received.

For purposes of this section, the term "public agency" shall include, but shall not be limited to, chartered cities.

Any Contractor who elects to receive interest on moneys withheld in retention by a public agency shall, at the request of any subcontractor, make that option available to the subcontractor regarding any moneys withheld in retention by the Contractor from the subcontractor. If the Contractor elects to receive interest on any moneys withheld in retention by a public agency, then the subcontractor shall receive the identical rate of interest received by the Contractor on any retention moneys withheld from the subcontractor by the Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by the Contractor.

This subdivision shall apply only to those subcontractors performing more than five percent of the Contractor's total bid.

No Contractor shall require any subcontractor to waive any provision of this section.

The Legislature hereby declares that the provisions of this section are of statewide concern and are necessary to encourage full participation by Contractors and subcontractors in public contract procedures.

G. FINALIZING PROGRESS PAYMENT

The Engineer shall, after the completion of all work required under the Contract, make a final estimate of the amount of work done, and the value of such work, and the City shall pay 95% of the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract Documents.

H. "AS-BUILT" DRAWINGS

The Contractor shall maintain record ("as-built") information of changes, located by station, offset and elevation and as directed by the Engineer on a full size set of Drawings. The prints shall be maintained and kept on-site and be accessible to the Engineer. Progress payments will be withheld until satisfactory review by the Engineer. Upon completion of all work, the Contractor shall return the prints to the Engineer. Final payment will not be made until this requirement has been fulfilled to the satisfaction of the Engineer. Contractor shall complete "As-Built" Drawings 30 days after project is substantially complete. If this does not occur, the City resumes the right to complete this task for the Contractor and deduct the cost from the remaining Contract funds.

I. FINAL PAYMENT

The amounts retained by the City from each progress payment shall be due and payable to the Contractor no more than thirty-five (35) days from the date of recordation of the Notice of Completion following acceptance of the work by the City. It is expressly understood that the City may withhold final payment or a portion thereof if any stop notices are filed properly or the City assesses liquidated damages or has other offsets against Contractor.

No certificate given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, against any claim of the City, and no payments shall be construed to be acceptance of any defective work or improper materials.

Payment by the City of the final amount due under the Contract, including payment based upon adjustments for any work done in accordance with any alterations of the Contract Documents, shall be contingent upon the Contractor furnishing the City with a release of all claims against the City arising by virtue of the contract related to those amounts. Claims in stated amounts may be specifically excluded by the Contractor from the release, in which case the payment by the City may be of only undisputed amounts.

J. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

If, within a period of one year after final acceptance of the work performed under this contract, any structure furnished and/or installed or constructed, or caused to be installed or constructed by the Contractor, or any of the work done under this contract, fails to fulfill any of the requirements of the Contract Documents, the Contractor shall without delay and without any cost to the City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work. Should the Contractor fail to act promptly or in accordance with this requirement, or should the situation require repairs or replacements to be made before the Contractor can be notified, the City may, at its option, make the necessary repairs or replacements or perform the necessary work and the Contractor shall pay to the City the actual cost of such repairs plus 25% for overhead and administration.

K. FISCAL AGENT PAYMENT

With certain exceptions, all monies for the progress payments and final payment under the contract will be sent to the Contractor. The City Treasurer will mail, by regular mail, warrants payable to the Contractor to the mailing address specified on the separate payment request certified and approved by the City.

L. CLAIMS PROCEDURES

Attention is directed to sections of the Caltrans Standard Specifications regarding notice of claims or potential claims, which shall apply to any and all claims, including requests for additional compensation and/or an adjustment in the time for performing the work.

In addition to the requirements in the Standard Specifications, the following requirements apply to all claims arising under or in connection with the work:

1. The notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Unless the amount of the potential claim has been stated in the written notice, the Contractor shall,

within 15 days of submitting the notice, furnish an estimate of the cost of the affected work and impacts, if any, on project completion. The estimate of costs may be changed or updated by the Contractor when conditions have changed. When the affected work is complete, the Contractor shall submit substantiation of the Contractor's actual costs. Failure to submit substantiation of actual costs shall be sufficient cause for denial of any claim subsequently filed on the basis of the notice of potential claim.

2. The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to those records shall be sufficient cause for denying the claims.
3. Claims and notices of potential submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et. seq., the undersigned,

(name)

_____ of
(title)

(company)

hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

Dated _____

/s/ _____

Subscribed and sworn before me this _____ day of _____

(Notary Public)

My Commission Expires _____

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

4. Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any claim for overhead shall also be subject to audit by the State at its discretion.

5. Any costs or expenses incurred by the City in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the City within the meaning of the California False Claims Act.

In the event of any dispute between the Contractor and the City regarding the amount of payment or request of a time extension, the City shall use the following procedures.

All claims must be in writing and must be filed with the City in accordance with the requirements of Section 9 of the Standard Specifications. For claims of less than \$50,000.00, the City shall respond in writing within 45 calendar days of receipt of the claim, or it may request additional documentation to support the claim, in which case the time for response is extended. The City shall respond to all other claims within 60 calendar days of receipt of the claim, unless it requests additional documentation, in which case the time for response is extended.

If Contractor disputes the City's response, it shall, after receipt of the Engineer's final determination of claims, file for arbitration pursuant to Public Contract Code Sections 10240, et seq.

M. RELEASE FORMS

See following pages as referenced in this section, GC-9 (B).

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from _____
(Maker of Check)
in the sum of \$ _____ payable to _____
(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of

(Owner)
located at _____ to the following extent.
(Job Description)

This release covers a progress payment for labor, services, equipment or material furnished to _____
through _____

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Date _____
(Company Name)
By _____
Title _____

NOTE: This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This form is intended to meet the requirements of California Civil Code Section 3262(d)(1) as of August 1, 1997.



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Form AGCC-10
Revised 8/97

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment in the sum of \$ _____
for labor, services, equipment or material furnished to _____
on the job of _____ located at _____
(Owner) (Your Company)

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above
referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or
materials furnished to _____
(Your Customer)

through _____ only and does not cover any retention retained before or
after the release date; extras furnished before the release date for which payment has not been received; extras or
items furnished after the release date. Rights based upon work performed or items furnished under a written change
order which has been fully executed by the parties prior to the release date are covered by this release unless
specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall
not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission,
abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor,
services, equipment or material covered by this release if that furnished labor, services, equipment or material was not
compensated by the progress payment.

Dated: _____
(Company Name)

By _____

Title _____

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN
PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU
SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL
RELEASE FORM.

NOTE: This document has important legal consequences; consultation with an attorney is encouraged with respect
to its use or modification. This form is intended to meet the requirements of California Civil Code Section 3262(d)(2)
as of August 1, 1997.



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Form AGCC-11
Revised 8/97

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Upon receipt by the undersigned of a check from _____
(Maker of Check)

in the sum of \$ _____ payable to _____

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of

_____ located at
(Owner)

(Job Description)

This release covers the final payment to the undersigned for all labor, services, equipment, or material furnished on the job, except for disputed claims for additional work in the amount of \$ _____. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____
(Company Name)

By _____

Title _____

NOTE: This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This form is intended to meet the requirements of California Civil Code Section 3262(d)(3) as of August 1, 1997.



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Form AGCC-12
Revised 8/97

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

The undersigned has been paid in full for all labor, services, equipment or material furnished to

_____ on the job of _____
(Your Customer) (Owner)

located at _____ and does hereby waive and release any right to a mechanics lien,
stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the
amount of \$. _____

Dated _____
(Company Name)

By _____

Title _____

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

NOTE: This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This form is intended to meet the requirements of California Civil Code Section 3262(d)(4) as of August 1, 1997.



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Form AGCC-13
Revised 8/97

SECTION GC-10 WATERING

The Contractor shall make arrangements for obtaining and purchasing water for construction of the project. The City cannot guarantee the availability of construction water for this project. The Contractor will be required to obtain water through his own means if water is not available through the City, at his own expense at no additional cost to the City.

Payment for complying with the provisions of this Section shall be included in the various other items of work and no additional compensation will be allowed therefor.

SECTION GC-11 DUST CONTROL

The Contractor shall provide suitable means for dust control by applying either water or dust palliative for operations within the limits of the work. Dust control work shall be performed in such a manner to prevent dust at all times, including during non-working hours. Full compensation for providing dust control shall be considered included in the prices paid for the various contract items of work, and no additional compensation shall be allowed therefor. If dust control is not performed in a manner satisfactory to the Engineer, then work shall either be suspended until such a time that the dust control measures are sufficient or dust control may be performed by the City, or its designee, and the City will deduct all costs it incurs performing dust control, plus twenty-five percent (25%) from amounts due or that become due to Contractor.

SECTION GC-12 ENGINEERS OF WORK

Several sections of these specifications, i.e., Section GC-7 (B, M, Q, etc.) have reference to the City, all officers and employees thereof. City of Brentwood is the Engineer of Work for this project, shall be considered as listed therewith. Attention is directed to Section GC-7 (T) Paragraph 4 (c).

SECTION GC-13 DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:

- (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or
- (3) Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

The City shall promptly investigate the conditions, and if it finds that such conditions do materially so differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work, it shall issue a change order under the provisions described in the Contract Documents.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in the Contract Documents.

In the event a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from completing the work as provided in the Contract Documents. The Contractor shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law which pertain to the resolution of disputes and protests.

SECTION GC-14 ARCHAEOLOGICAL EXAMINATION

All personnel connected with the project shall be informed of the possibility of finding archaeological and/or historical resources (e.g., human or structural remains, artifacts, rock mortars, hearths, ovens, trash pits, bone, or shell fragments) at the work site. All articles of archaeological and/or historical interest uncovered by the Contractor during the progress of the work shall be reported immediately to the Engineer. All work shall be halted within approximately 85ft. (27 meter) radius of the find and shall not be resumed until so permitted, in writing, by the Engineer. All resources found during project activities are the property of the Agency.

The California Public Resources Code, Chapter 1.7, Section 5097.5, makes it a misdemeanor for anyone to knowingly disturb a historical feature. The California Public Code Sections 5097.98 and Health and Safety Code 7050 require coordination with the Native American Heritage Commission (NAHC). The California Administrative Code, Title 14, Section 4307, mandates that no person shall disfigure any object of historical interest or value. The California Penal code, Title 14, Part 1, Section 622 – ½ makes it a misdemeanor to destroy anything of historical value within any public place.

The Agency shall retain a cultural resources consultant to ascertain the nature and extent of the discovery. Measures recommended by the cultural resources consultant and approved by the Agency shall be incorporated in the project. The Contractor is to cooperate with the cultural resources consultant with regard to late discovery and evaluation of archaeological and/or historical resources. Contractor labor, equipment, and/or materials required in assisting the cultural resources consultant and as directed by the engineer, will be paid as extra work as provided in Section 4-1.03D of the Standard Specifications.

Any delays to the Contractor's operations as a direct result of the archaeological and/or historical discoveries during construction will be considered right-of-way delays within the meaning of section 8-1.09, "Right-of-Way Delays," of the Standard Specifications, and compensation for such delay will be determined in accordance with said section. The Contractor shall be entitled to no other compensation for any such delay.

TECHNICAL SPECIFICATIONS

SECTION TS-1 GENERAL

A. SCOPE

The work to be done includes installation of conduits, pull boxes and fiber optic cable from the Civic Center located at 150 City Park Way (2nd Floor MDF Room) to the Aquatic/Senior Center located at 193 Griffith Lane (Computer Room).

B. PROJECT SCHEDULE

A progress schedule, in accordance with Section 8-1.04 of the Standard Specifications, shall be presented and submitted for approval by the Engineer at the pre-construction meeting and updated monthly. Progress payments will be withheld until satisfactory submittal of a schedule, which meets all contract time and order of work requirements are met.

Weekly meetings will be held between the Contractor and the Engineer and on occasion will include representatives from the City, the Engineer-of-Work, and other parties, as necessary. The Contractor shall provide updated schedules of his proposed work for the following two (2) weeks at each weekly meeting.

If at any time, it appears that the Contractor is more than five (5) days behind his proposed schedule, the Contractor shall take appropriate steps to accelerate the work at no extra cost to the City and provide a written detailed account of the steps to be taken to the City for review prior to the acceleration.

C. MATERIALS

All materials and items noted in the Standard Specifications as to be furnished by the State are to be furnished by the Contractor as a part of the work herein specified, unless specifically noted otherwise.

D. SUBMITTALS

After the notice to proceed is issued but prior to the start of construction, the Contractor shall submit to the City for approval, all required permits within the project limits. The Contractor shall notify the Engineer of any discrepancies between the conditions in the field and the project plans. In addition, the Contractor shall submit to the City for approval, prior to the start of construction, the following:

1. Traffic Control Plan (where required) (Section TS-8)
2. Designation of Authorized Representative (Section GC-5-F)
3. Designation of Traffic Control Supervisor (Section TS-8)
4. Labor Code Certification (Section GC-7-B-3)
5. Competent Person Designation
6. Permission to Utilize Private Property (if required)
7. Concrete Mix Design

Manufacturer's Cut Sheets for the following:

1. High Density Polyethylene or Schedule 40 Conduits
2. Pull Boxes
3. Fiber Optic Cable
4. Fiber Optic Connectors
5. Patch Panels
6. Splice Trays

All submittals requiring review shall be made directly to the City. Unless otherwise allowed by the City, six (6) copies of all submittals shall be submitted for approval a minimum of twenty (20) calendar days in advance of ordering.

E. "AS-BUILT" DRAWINGS

The Contractor shall maintain record ("as-built") information of changes, located by station, offset and elevation and as directed by the Engineer on a full size set of Drawings. The prints will be maintained and kept on-site and be accessible to the Engineer. Progress payments will be withheld until satisfactory review by the Engineer. Upon completion of all work, the Contractor shall return the prints to the Engineer. Final payment will not be made until this requirement has been fulfilled to the satisfaction of the Engineer.

F. ADJACENT PROPERTY OWNERS

The Contractor shall give written notice three (3) working days in advance of construction to notify all property owners and their tenants indicating the date(s) of construction within or adjacent to their property. Property owners shall also be notified of fences, mailboxes, etc., that will be temporarily removed for construction. The Contractor shall submit to the Engineer a sample letter of notification for approval three (3) working days prior of distribution to property owners. The Contractor may obtain a list of property owners and their addresses from the Engineer.

The contractor shall provide for continuous ingress and egress to residences along the project route throughout the duration of construction. The contractor's traffic control plan shall include the elements and measures necessary to provide for the required access.

The Contractor's attention is directed to Section GC-8.1, "Obstructions and Other Utility's Work", of these Contract Documents pertaining to preservation of property and Contractor's responsibility for damage.

Payment for work done under this section shall be considered incidental to the various items of work and full compensation shall be included in the various items of work and no additional compensation shall be made therefor.

G. CONSTRUCTION FENCING

Temporary fencing shall be provided in areas where existing fences are removed temporarily for construction and around all excavations deeper than five (5) feet, which will remain open at the end of the workday.

Full compensation for providing temporary construction fencing shall be included in the various items of work and no additional compensation will be allowed therefor.

H. ORDER OF WORK

No work may begin until all necessary permits have been issued by all the jurisdictional agencies as listed in Section TS-3 Permits and a pre-construction meeting is held.

Payment for complying with this section and any necessary interim work that may occur for construction phasing shall be considered included in the various items of work, and no additional compensation will be allowed therefor.

SECTION TS-2 MOBILIZATION/DEMOBILIZATION

Mobilization shall conform to the applicable provisions in Section 11, "Mobilization", of the Standard Specifications. Separate facilities for the Contractor's use shall be as determined by the Contractor.

Full compensation for mobilization and demobilization are paid for under **Bid Item No. 1** and no additional compensations will be allowed therefor.

SECTION TS-3 PERMITS

The Contractor shall ensure that all necessary permits and licenses have been granted prior to commencing work. The Contractor shall not proceed to work in areas requiring permits or licenses until such are obtained. Contractor shall provide for all inspections and permits required by Federal, State, and local authorities and utility agencies in purchasing, transporting and installing materials. The following is a list of Permits that the City will require:

The City of Brentwood will require an encroachment permit for work within the City's right-of-way at no cost to the Contractor. The Contractor shall obtain the encroachment permit from the City.

The Contractor shall not hold the City liable for any delays in obtaining any and all permits, licenses or permissions to construct. Payment for any work and/or coordination related to obtaining permits and complying with the provisions of this Section shall be included in the various other items of work, and no additional compensation will be allowed therefor.

SECTION TS-4 OBSTRUCTIONS AND OTHER UTILITY'S WORK

A. GENERAL

Attention is directed to Section GC-8 (H) of the General Conditions, Section 7-1.11, "Preservation of Property", Section 7-1.12, "Responsibility for Damage," Section 8-1.10, "Utility and Non-Highway Facilities," and Section 15, "Existing Highway Facilities," of the Standard Specifications.

Due care shall be exercised to avoid injury to existing improvements, adjacent property, and roadside trees, shrubs, and other plants that are not shown on the plans to be removed.

Trees, shrubs, and other plants that are not to be removed, power poles, pole lines, fences, traffic signs, markers, monuments, and all structures above and below ground shall be protected from injury or damage, and if ordered by the Engineer, the Contractor shall provide and install suitable safeguards, approved by the Engineer, to protect such objects from injury or damage. If such objects are injured, damaged, or removed by reason of the Contractor's operations, they shall be immediately replaced or restored at the Contractor's expense.

Immediately upon encountering unknown existing facilities, the Contractor shall notify the Engineer, within 24 hours, in writing of the situation, request coverage of the work as extra work,

and aid the Engineer in determining due diligence. Failure to do so may result in forfeiture of any rights to receive extra work compensation under Section 8-1.09, "Right-of-Way Delays," of the Standard Specifications. Should the Contractor stop work, no compensation will be made for any "down time" prior to written notifications being received by the Engineer or his representative.

The Contractor shall take care to avoid working in any area of the project, which may conflict with the work under way by the utility companies. City water, storm drain, sanitary sewer, Pacific Gas and Electric, Pacific Bell, and Cable TV facilities exist within the project area. The Contractor shall exercise extreme caution when excavating or performing any work in the vicinity of these facilities and will adequately shore and protect all facilities to prevent any horizontal or vertical movement. The Contractor shall be responsible for the repair and replacement of these or any other facilities damaged during construction. A minimum of two (2) working days prior to beginning of construction, the Contractor shall notify Underground Service Alert (USA), telephone 800-642-2444 to have existing facilities marked in the field. The Contractor shall record the USA order number and furnish the order number to the Engineer prior to performing any excavations.

The Contractor shall cooperate completely with all utility companies having facilities within the project area.

Any delay caused by the utility companies in completion of their work will not entitle the Contractor to additional compensation or working days.

B. OTHER EXISTING UTILITIES

The following utilities have distribution facilities within the Project area:

Pacific Gas and Electric

Contact: Mr. Barry Carangelo (925) 779-7774
Delta District
2111 Hillcrest Avenue
Antioch, CA 94509

AT&T (Telephone)

Contact: Mr. Terry Daughton (925) 823-0864
2600 Camino Ramon
San Ramon, CA 94583

Comcast (Cable)

Contact: Mr. Ryan Lawrie (925) 349-3481
2500 Bates Avenue
Concord, CA 94520

East Contra Costa Irrigation District (925) 634-3544

Contact: Ms. Pat Corey
626 First Street
Brentwood, CA 94513

The Contractor must notify and coordinate with the City and Comcast Construction Supervisor prior to any work involving the "tie in" to Comcast pull box. Payment for work done under this section shall be considered incidental to the construction and full compensation shall be included in other items of work and no additional compensation shall be made therefor.

C. LIMITS OF WORK

The Contractor shall limit his operations to the areas immediately adjacent to the roadway being constructed. Where the specific limits of work are not designated on the plans or specified in these Specifications, the Contractor shall limit his operation to the existing road rights of way.

All existing structures, residences, operating utilities, power poles, and other devices within the work area shall be maintained at all times during construction.

Upon completion of this project, the Contractor shall return all property to its original condition prior to the start of construction.

Payment for complying with this section shall be included in the various other items of work, and no additional compensation will be allowed therefor.

SECTION TS-5 EXISTING HIGHWAY FACILITIES

The work performed in connection with various existing roadway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these Specifications.

All items of work under this Section, "Existing Highway Facilities", and for which specific bid items are not provided, shall be considered as included in the contract items paid for in the various items of work and no additional compensation will be provided therefor.

A. REMOVE EXISTING PAVEMENT/CONCRETE

Pavement and concrete areas, including driveways, sidewalks, curb and gutter, as shown on the plans shall be removed to the full structural depth (to original subgrade) and disposed outside the project site as provided in Section 15-2.03, "Disposal", of the Standard Specifications.

Payment for complying with the provisions of this section shall include all labor, materials, and saw cutting of AC and Concrete as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

B. EXISTING FENCE

All existing fence removed for construction shall be replaced with temporary fencing until construction is complete and the existing fence is replaced. Type and location of temporary fence shall be adequate to contain animals, to limit access, or to protect property as may be required and as approved by the Engineer.

The Contractor shall replace, repair, relocate, and/or reconstruct all fences at the locations identified on the plans. Any other fence or segment of fence disturbed by the Contractor during the performance of any other contract work shall also be repaired at the Contractor's expense. New materials shall be used and such material shall be a replacement of the original fence in regards to type of fencing, posts, and construction. Temporary fencing and removal and replacement of fences will be considered incidental to the roadway construction and payment shall be included in other items of work and no additional compensation will be allowed therefor.

C. EXISTING SIGNS

All signs removed for construction shall be replaced after construction. Payment for removing and replacing existing signs shall be considered incidental to the construction of the roadway and full compensation shall be included in other items of work and no additional compensation shall be made therefor.

D. EXISTING MAILBOXES

Where existing mailboxes must be removed to perform the work, the Contractor shall furnish temporary mailboxes so that mail service is not interrupted. The Contractor shall notify the local post office and the property owner of his construction activities prior to displacing mailboxes. The existing mailbox shall be removed and stored, and replaced within three (3) working days. Mailboxes or posts, which are damaged by the Contractor's work, shall be replaced with new materials similar to the damaged item.

No extra payment will be made for removing and replacing existing mailboxes. Removal and replacement of mailboxes shall be considered incidental to the work and payment shall be included in other items of work and no additional compensation will be allowed therefor.

SECTION TS-6 TRAFFIC CONTROL

General: Traffic control shall include all work, equipment, and materials necessary to provide advance construction signs with dates and information (three (3) each), no parking signs, towing, traffic control signage, flaggers and all other necessary items as directed by the Engineer.

Public Convenience and Safety:

Attention is directed to the Caltrans Standard Specifications, Section 4-1.04 "Detours", Section 7-1.08 "Public Convenience", Section 7-1.09 "Public Safety", Section 12-3.04 "Portable Delineators", and Section 8-1.05 "Temporary Suspension of Work" and these Technical Specifications.

Procedures:

Construction Area Traffic Control Devices

All temporary signs, delineators, and other traffic control items required by the Engineer to maintain traffic shall be furnished and installed by the Contractor. Construction area signs, barricades, channelizers, and other temporary traffic control devices as required for the project shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12 "Construction Area Traffic Control Devices" of the Caltrans Standard Specifications, as modified on the plans, and in these Technical Specifications. The Contractor shall provide, for City acceptance, traffic control diagrams for each stage of construction.

Three days before the pre-construction conference, the Contractor shall submit for acceptance by the Engineer his plans for temporary traffic control through the project area for the duration of the project. Detailed plans for each phase of construction shall be provided to the Engineer for review and acceptance a minimum of ten (10) days prior to each change in traffic patterns. These detailed plans shall also include the location of public convenience and advance warning signs to be used during the construction. The Contractor's attention is directed to the most recent editions of Caltrans "Manual of Traffic Controls" and the "Work Area Traffic Control Handbook" as published by Building News, Inc., for a guide to sign placement, taper lengths, etc. The traffic control plan must be accepted in writing by the Engineer prior to the commencement of work or change in traffic pattern.

The traffic control plan shall be prepared by a person who is certified by either the Institute of Transportation Studies (ITS), the American Traffic Safety Services Association (ATSSA), the International Municipal Signal Association (IMSA) or the State of California Department of Transportation (Caltrans) as having successfully completed training in the design and operation of work zone traffic control. Along with the Traffic Control Plan, the Contractor shall submit the Designer's Certification. Work shall not proceed without the Engineer's advance approval of the Traffic Control Plan for the work attempted.

The Traffic Control shall be placed, maintained and removed under the direct supervision of a person who is certified by either the Institute of Transportation (ITS), the American Traffic Safety Services Association (ATSSA), the International Municipal Signal Association (IMSA) or the State of California (Caltrans) as having successfully completed training in the design and operation of work zone traffic control.

The Contractor shall designate in writing the person who shall have the responsibility for supervising the activities associated with the Traffic Control. This designation, along with proof of certification, shall be provided to the Engineer for his approval, two (2) working days in advance of any planned activity which requires traffic control. The person designated shall have the authority to stop the work if necessary.

Failure of the designated person to be present at the job site when any part of the Traffic Control is in place shall be considered a failure on the part of the Contractor to perform a provision of the contract. The Engineer shall, in accordance with Section 6-1.05 "Temporary Suspension of Work" of the Caltrans Standard Specification, suspend all work until such time satisfactory arrangements have been made to have a certified person on the job site at all times when the Traffic Control is in place. The days on which the suspension is in effect shall be considered working days if such days are considered working days within their definition set forth in Section 8-1.06 of the Caltrans Standard Specifications.

No Parking Signs/Towing

During all phases of work, public traffic shall be permitted to pass through the Contractor's operations at all times with as little inconvenience as possible.

Section 12-2.02 of the Caltrans Standard Specifications is amended as follows: The Contractor shall pay fully the cost of furnishing all flaggers, including transporting flagmen to provide for passage of public traffic. All employees (and owners if working in traffic) of the Contractor and subcontractors must wear safety vests at all times when at the job site. The Contractor shall **not** park vehicles or equipment in areas that have not been approved by the Engineer.

Pedestrian and handicap access facilities shall be provided through construction areas within the right-of-way as specified herein. Pedestrian walkways shall be provided with surfacing of asphalt concrete, Portland cement concrete or timber. Surface shall be skid-resistant and free of irregularities.

The adjustment provisions in Section 4-1.03 "Changes" of the Caltrans Standard Specifications shall not apply to the item of traffic control. Adjustments in compensation for traffic control will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. Such adjustment will be made on a force account basis, as provided in Section 9-1.03 "Force Account Payment" of the Caltrans Standard Specifications for increased work, and estimated on the same basis in the case of decreased work.

Traffic control required by work which is classed as extra work, as provided in Section 4-1.03D of the Caltrans Standard Specifications, will be paid for as part of said extra work.

If the Contractor does not furnish and maintain all signs, traffic control devices, or surfacing in accordance with these Technical Specifications, the City shall perform the required operations and bill the Contractor at double the rate of all City expenses.

Measurement and Payment:

The contract lump sum price paid for "Traffic Control" (**Bid Item No. 2**) shall include full compensation for preparing and implementing the traffic control plan, for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in flagging, placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system, including concrete barriers and crash cushions, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

SECTION TS-7 WATERING

Watering shall conform to the Provisions in Section 17, "Watering," of the Standard Specifications and these Specifications.

The Contractor will be responsible for preventing airborne dust nuisance from the construction site by watering and/or treating the site in such a manner to confine dust particles to the immediate surface of work.

Water for construction purposes may not be obtained from City fire hydrants. The Contractor shall make his own arrangements for obtaining all water required for construction of the project.

Payment for complying with the provisions of this Section shall be included in the various other items of work and no additional compensation will be allowed therefor.

SECTION TS-8 TRENCH EXCAVATION AND BACKFILL

Earthwork shall conform to the provisions of Section 19, "Earthwork," the Standard Plans and Specifications. Trenches shall be excavated and backfilled as shown on the plans, as specified in these Specifications, and as directed by the Engineer or designee. The City will retain an independent laboratory to sample and test each potential source of pipe bedding and backfill materials. The corrosive properties of the potential pipe bedding and backfill material shall be assessed. All fill materials shall have a minimum electrical resistivity greater than 3,000 ohm-centimeters, chlorides and sulfates less than 100 parts per million (ppm) each, and pH within a range of 5.5 to 8.5. For concrete structures, the minimum electrical conductivity should exceed 1,000 ohm-centimeters, the chloride should be less than 500 ppm, and the pH should be between 6.0 and 8.5. Approval by the Engineer is required of the trench and bedding material before trench backfill operations start.

Trenches in existing pavement shall be according to the details provided in the utility improvement plans.

A. WATER CONTROL AND DEWATERING

Water control shall conform to the provisions of Section 19-3.04 of the Standard Specifications and these Specifications. The Contractor shall submit a plan to the Engineer for the proposed method of dewatering (if required) five (5) days prior to the pre-construction meeting requiring dewatering. The plan shall include all information regarding excavation phasing; pump and pipe location; desilting method; discharge location; and any other applicable information.

All water encountered in the excavation shall be disposed of by the Contractor in such manner as will not damage public or private property or create a nuisance or health menace.

The Contractor shall furnish, install, and operate pumps, pipes, appliances and equipment of sufficient capacity to keep all excavations and accesses free from water until the excavations are backfilled, unless otherwise authorized by the Engineer.

The Contractor shall provide all facilities necessary to conduct water to the pumps. Water, if odorless, may be discharged into an existing storm drain in a manner per NPDES requirements and as approved by the Engineer. A means shall be provided for desilting the water before discharging.

Dewatering system shall remain functional between shifts, on holidays, on weekends, or during work stoppages until all the backfill is placed to avoid movement of the pipe.

B. EXCAVATION

The Contractor shall do all excavation of whatever substance is encountered to the lines and grades shown on the plans. During trench excavation, any organic material or particles, lumps, or rocks larger than 2½ in. in maximum dimension removed from the excavation shall be disposed off-site. Where it becomes necessary to excavate beyond the limits of normal excavation lines in order to remove boulders or other interfering objects, the void remaining after the removal of the boulders shall be backfilled with suitable material and densified, as approved by the Engineer. When the work limits allow, material suitable for trench backfill may be stockpiled along the side of the trench. All such material shall be piled in an orderly manner a sufficient distance from the side of the trench to avoid overloading and to prevent sliding into the trench. Stockpiling of excavated material and all vehicles shall be kept at a minimum lateral distance from the crest of the slope equal to no less than one half the slope height. The Contractor shall do such grading as is necessary to prevent surface water from entering the excavation. The Contractor shall remove and dispose of all water entering the excavation. Disposal of water shall be done in a manner to prevent damage or nuisance to adjacent properties and per the National Pollution Discharge Elimination System (NPDES) requirements.

Due to width limitations, proximity of existing utilities, structures and access requirements, the Contractor shall provide a vertical, open trench, shoring system for the entire length of this project. Shoring of all trench excavations shall conform to the Sheet piling and Shoring Section of these Specifications.

In areas where the road will be open for traffic, the length of open trench or plated trench permitted at any one time shall not exceed one hundred (100) feet unless this impacts access and egress to any property, or as directed by the Engineer. All lanes shall be restored to traffic at the end of each workday. The Contractor shall furnish and install non-skid steel plates to span trench sections which have not been backfilled. Non-skid trench plates shall have a manufactured surface with a coefficient of friction that equals or exceeds 0.35.

Approach and ending plates shall be attached to the roadway by a minimum of two (2) dowels predrilled into the corner of the plate and drilled a minimum of two (2) in. into the pavement. Interior plates are to be butted together. Fine graded asphalt concrete shall be compacted to form ramps with a maximum slope of 8.5% with a minimum twelve (12) in. taper to cover all exterior edges of the plates. When the plates are removed, the dowel holes in the pavement shall be backfilled with graded fines of asphalt concrete mix. A concrete slurry or equivalent slurry mix may be substituted with the approval of the Engineer or designee.

All operations shall be carried out in an orderly fashion. Backfilling, compacting and clean-up work shall be accomplished as sections of the pipe installation are approved and traffic through the work shall be impeded or obstructed as little as possible.

Trench width shall be per City of Brentwood Construction Detail ST-25. The trench bottom shall be free of bumps or hollows, and graded to provide uniform support along the length of pipe. Excess excavated material and material unsuitable for backfill shall become the property of the Contractor and shall be removed and disposed of away from the job site at the Contractor's expense. The cost of removal and disposal of excess or unsuitable material shall be considered as included in the unit costs for the pipe installation and no additional compensation will be made therefore.

C. TRENCH STABILIZATION

Whenever the bottom of the trench is soft, rocky, or, in the opinion of the Engineer, otherwise unsuitable as a foundation for the pipe, the unsuitable material shall be removed to a depth such that when replaced with trench stabilization material. Trench stabilization material for backfilling the trench below the pipe shall conform to the requirements for pipe bedding material so that it will provide a stable and satisfactory foundation. Alternate backfill materials and methods may be used with the approval of the Engineer.

When the material below the normal trench bottom (as specified in Section TS-5 D, "Pipe Bedding") is ordered removed by the Engineer, the excavation below that point and the material required to backfill the trench to that point shall be paid for at the unit price per cubic yard for trench stabilization. Trench stabilization quantities shall be agreed to in writing prior to backfilling those portions of the trench.

D. PIPE BEDDING

Pipe bedding shall be placed above and below the pipe to the lines and grades shown on the plans.

Bedding material shall be placed to approximately the same elevation on both sides of pipe to prevent unequal loading and displacement of the pipe. The difference in elevation of the bedding backfill on either side of pipe shall not exceed six (6) in. at any time.

Bedding material shall consist of Class 2 Aggregate Base, 3/4 in. maximum – 3/4 clean (not crushed) conforming to Section 26, "Aggregate Base," of the Standard Specifications and of these Specifications. Controlled Low Strength Material (CLSM) may be used for backfill in the pipe zone above the invert of the pipe. CLSM shall consist of Portland cement, aggregate, water, and approved admixtures conforming to the following:

1. **Portland Cement:** ASTM C150, Type II.
2. **Aggregate:** Concrete sand, selected material from the excavation, imported material, or a combination thereof as approved by the Engineer. Maximum aggregate size shall be 3/4 to 1 in. The soluble sulfate content shall not exceed 0.3 % by dry weight.
3. **Water:** Potable quality.
Proportion the CLSM to be a flowable, nonsegregation, self-consolidating low shrink slurry. The Contractor shall determine the materials and proportions used to meet the requirements of these Specifications.

The unconfined compressive strength at seven (7) days shall be a minimum of 100 psi and a maximum of 300 psi.

The temperature of the CLSM discharged into the excavation shall be below 90 degrees Fahrenheit.

Contractor shall develop mix design using samples from actual stockpiles to be used. Submit mix design to Engineer at least fourteen (14) working days prior to use of the material in the Work. Obtain approval of the mix design and strength results from Engineer.

Bedding material, excluding CLSM, shall be moisture conditioned to 3 percentage points above optimum moisture content, and recompact to not less than 90% relative compaction as determined by ASTM D1557.

E. TRENCH BACKFILL

Trench backfill shall conform to Section 100 of City of Brentwood Specifications.

Trench backfill shall consist of the trench area from the top of the pipe bedding to the ground surface, or if within a roadway, to the bottom of the roadway subgrade.

Native excavated material shall be free of all organic material, rubbish, debris, rocks exceed 2½ in. in any one dimension and other objectionable material.

Backfill shall be compacted by impact, vibration, or by a combination of these methods, as approved by the Engineer. However, impact type compactors shall not be used around over PVC pipe until backfill over the top of the pipe exceeds four (4) feet in the number of "lifts" specified in the City of Brentwood Standards. Not jetting will be permitted.

All backfill shall be placed in maximum eight (8) in. uncompacted lifts.

Compaction shall be moisture conditioned to 3 percentage points above optimum moisture content, and recompact to not less than 95% relative compaction, as determined by ASTM D1557.

To minimize excessive live loads on pipe, a minimum of four (4) feet of compacted fill shall be placed over the pipe before impact type compactors are used or power-operated hauling or rolling equipment travels over the pipe.

Trench compaction testing shall be provided at no cost to the Contractor by the City of Brentwood. The Contractor shall excavate test pits and provide access to all depths in all trenches by maintaining shoring system components as needed to allow the technician to enter the trench and perform compaction tests at various depths. Costs for retesting and reinspection due to failure of the tested material to meet the compaction requirements will be borne by the Contractor, with the costs for retesting being deducted from the Contractor's monthly progress payments subtotal prior to deducting any applicable retentions.

Excavating test pits and maintaining the trench shoring system for compaction testing shall be included in the unit price per lineal foot paid for pipe installation and no additional compensation shall be made therefor.

F. TEMPORARY PAVING

The Contractor shall place temporary surfacing promptly after backfilling and shall maintain such surfacing until permanent paving work can be installed.

Temporary paving shall consist of asphalt cutback rolled to provide a smooth surface. Use of a backhoe or other equipment with grooved tires to roll cutback shall be prohibited. All edges shall be contoured to provide a smooth transition between the existing grade and the cutback surface. The Contractor shall maintain the surface free of depressions, bumps, loose pieces, and other defects at all times.

Temporary pavement shall be replaced with permanent pavement as soon as is practical after the trench is backfilled and as allowed by the Engineer.

Until the permanent pavement is placed, the base rock and temporary asphaltic plant mix at the surface of the trench shall be maintained at all times. Continuous inspection and maintenance of the trench area will be required.

G. MEASUREMENT AND PAYMENT

Trench excavation, water control and dewatering, bedding and backfilling, pavement sawcutting, and placement of temporary paving and placement of permanent pavement will be considered as included in the contract unit price paid per linear foot for various types and sizes of pipe installed, and other items of work, and will not be measured as separate items.

SECTION TS-9 SHEETING AND SHORING

Excavations shall be adequately shored and braced so that the earth will not slide, move, or settle and so that all existing improvements of any kind will be fully protected from damage.

Attention is called to Article 6 of "Construction Safety Orders" of the California Division of Industrial Safety which applies to all open excavations made in the earth's surface, including trenches.

Trenches over five (5) feet in depth shall be evaluated for stability prior to personnel entering the trench. Where trenches are deeper than five (5) feet, the Contractor shall comply with the current California Occupational Safety and Health Administration (CAL OSHA) requirements pertaining to trench safety.

At least seven (7) days prior to excavation for any trench five (5) feet or more in depth trenching shall not begin until the Contractor has submitted to the Engineer a copy of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench.

The Contractor shall be aware that in no case should slope height, inclination, and excavation depths exceed those specified in local, state, or federal safety regulations. Specifically, the Contractor shall be aware of the current OSHA Health and Safety Standards for Excavations, 29 CFR Part 1926.

The Contractor's "responsible person", as defined in 29 CFR Part 1926, shall evaluate the soil exposed in the excavations as part of the Contractor's safety procedures.

The Contractor shall furnish, install and maintain such sheeting, timbering, lagging and bracing as indicated on the Contractor's detailed plans or any additional precautions not specifically set forth necessary to support the sides of the trench. The protection of adjacent structures from movement of

the ground and the elimination of the element of danger of life, property, or to existing improvements is the intent of this requirement and shall be the sole responsibility of the Contractor.

Additional supports requested by the Engineer shall in no way relieve the Contractor of the Contractor's responsibility for the sufficiency of the Contractor's precautions.

All such sheeting, timbering, lagging and bracing shall, unless otherwise required by the Engineer, be removed during backfilling in such a manner as to prevent any movement of the ground or damage to the piping or other structures.

The Contractor shall assess the adjacent utilities tolerance for settlement and lateral movement in communication with the utility's owners. The Contractor's shoring system shall limit movement to less than the tolerable amount.

Damages resulting from the Contractor's operations shall be repaired or replaced to the satisfaction of the respective utility owner at the Contractor's expense.

Payment for sheeting and shoring will be considered as included in the contract unit price paid per linear foot for various types and sizes of pipe installed, and other items of work, and will not be measured as separate items.

SECTION TS-10 AGGREGATE BASE (CLASS 2)

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases", of the Standard Specifications and these Specifications.

The coarse aggregate (material retained on the No. 4 sieve) shall consist of material of which at least 25% by weight shall be crushed particles as determined by California Test 205.

Aggregate shall conform to the grading and quality requirements as shown in Section 26, "Aggregate Bases", of the Standard Specifications.

Aggregate base shall be placed in lifts no greater than 8 inches in loose thickness and in a manner that avoids segregation, moisture conditioned as necessary, and compacted to at least 95% of relative compaction.

Aggregate base shall not consist of any recycled material or products such as "Sierra-Crete" by Dupont, or the like.

Payment for aggregate base will be considered as included in the contract unit price paid per linear foot for various types and sizes of pipe installed, and other items of work, and will not be measured as separate items.

SECTION TS-11 CONCRETE SIDEWALKS AND HANDICAP RAMPS

Concrete sidewalks and handicap ramps shall be constructed of concrete in conformance with City Construction Detail ST-23, ST-21 and ST-24, as detailed on the plans, Section 73, "Concrete Curbs and Sidewalk," of the Standard Specifications, and these Specifications, at locations shown on the plans. Aggregate base shall be Class 2 in conformance with these specifications, and shall be placed under sidewalks, handicap ramps, and driveways.

The driveway and sidewalk subgrade shall be moisture conditioned by sprinkling, and compacted to 95% relative compaction prior to the placement of the rock cushion in the slab area.

Concrete shall be cured using the curing compound method for curb, sidewalks, and gutters, the curing compound shall be the clear or translucent type conforming to the specifications of AASHTO Designation: M148, Type 1 except that the loss of water in the water retention test shall not exceed 0.040 gram per square centimeter of surface. The curing compound shall contain a fugitive dye and shall be applied at the approximate rate of 1 gal per 150 sq. ft. of area. The curing compound shall be applied in a manner that will provide a complete coating of all exposed faces of the concrete surface. Alternate curing methods shall be submitted to Engineer for approval before use.

Payment for concrete sidewalks and handicap ramps will be considered as included in the contract unit price paid per linear foot for installation of pull boxes, and will not be measured as separate items.

SECTION TS-12 JOINT TRENCH

A. DESCRIPTION OF WORK

Any bid items may be increased/decreased at the established unit bid item cost. The contractor will trench, backfill, supply and install conduits for City of Brentwood Fiber Optic System. All work done by the contractor must be inspected and accepted by the City inspector and the Engineer. Prior to bid submittal, the bidder shall become familiar with the site of work. The contractor will coordinate work with other improvements. Any potential conflicts shall be reported to the Engineer. All work shall be installed in full accordance with the respective utility companies' standard practices, state, county and soils engineer requirements. Nothing contained or omitted in/from the drawings and attachments shall relieve the contractor of responsibility to provide for a complete system that is acceptable to the City. The contractor must be familiar with City of Brentwood construction specifications, requirements and construction practices. The City inspector will have the final determination regarding their area of responsibility. Prior to the start of construction, the contractor will notify U.S.A. for mark-out services. All ducts/conduits will be cleaned and mandrelled in the presence of the utility inspector. Pull ropes will be installed and ducts capped where applicable. Contractor will maintain two (2) sets of RED LINE, "AS BUILT" drawings, on a daily basis, for the Engineer's use: One (1) set (clean and legible) will be provided to the Engineer for the City's permanent records. "As Built" plan will show installed quantities.

B. COORDINATION

The contractor is responsible for protecting all existing overhead and undergrounding facilities from damage. This will include plating in some areas. The contractor will include the following in the respective bid items:

1. Temporary pavement (cut-back), plywood, steel plates, barricades and other items to provide public safety and access. The contractor will maintain job site safety items at all times. The Engineer will be provided with a list of 24 hour phone numbers.,
2. The contractor will be responsible for the disposal of spoils and debris and to keep the job site clean and orderly. Stockpiling of import material will be at the direction of the Engineer.
3. The contractor will include in the respective bid items the cost of tunneling under or crossing over other utilities. When crossing under existing facilities, the contractor may directional drill or jack and bore, at his option. Trenching unit prices shall include the afore mentioned work.

C. TRENCHING

Trenching and backfilling shall be done in accordance with the Standard Specifications, Section 19, "Earthwork" and City of Brentwood specifications.

D. MEASUREMENT AND PAYMENT

The contract price paid per linear foot for "trenching" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in trenching, removing excess material, placing bedding, concrete caps, envelope material backfilling, and compacting as shown on the plans, as specified in these special provisions, and as directed by the Engineer. Exact locations and elevations for vaults, boxes, and pads shall be marked in the field by the engineer. The contractor shall review each location prior to the start of excavation. All vaults, secondary boxes and pads shall be set to final grade. They shall be free of mud, debris and dirt.

E. BID ITEM – CONDUIT (SUPPLY AND INSTALL)

1. CITY OF BRENTWOOD FIBER OPTIC SYSTEM

The contractor shall provide and install all conduit, boxes, material, and equipment necessary to construct the City of Brentwood fiber optic facilities as shown on the plans and as specified herein.

2. MEASUREMENT AND PAYMENT - CONDUIT/DUCTS/VAULTS

The contract unit price for Fiber Optic, conduit/ducts/valuts shall be considered full compensation for furnishing all labor, materials, equipment, tools and incidentals necessary for all substructures, including pull ropes and mandrelling as indicated on the contract plans and these special provisions.

SECTION TS-13 CONDUITS

Conduit (Directional Boring)

The contractor shall supply SDR 11 high density polyethylene (HDPE) conduit on reels of the size as noted on the Plans. Each conduit shall have a unique color. All conduits shall be connected by a coupler. Conduits shall be stubbed and grouted into pull boxes in the locations as depicted on the Plans.

Conduit (Open Trench)

The Contractor shall supply Schedule 40 PVC conduits as noted on the plans. Conduits shall be stubbed and grouted into pull boxes in the locations as shown on the plans.

Testing

Upon completion of conduit installation, each conduit shall be proofed to verify continuity and integrity. All conduits must be proofed after backfilling, but prior to final paving. The Engineer or designee must be present at the time of the test.

Proofing shall be accomplished by pulling a solid aluminum or steel mandrel or by blowing a pig. The outside diameter of the mandrel or pig shall be a minimum of eighty percent of the inside diameter of the conduit and four inches long. Upon completion of the test, a pull rope or mule tape is to be installed in each conduit and tied off in a pull box at each end. In addition, a #10 copper tracer wire shall be pulled in the conduit system.

Measurement and Payment

The quantities will be measured and paid as follows:

- Install 1-4 inch HDPE or Schedule 40 Conduits: Measure in a unit of length in feet as determined by actual field measure of the conduit installed. **(Bid Item No. 3)**

Payment for complying with the provisions of this Section shall include all labor, materials, asphalt restoration, aggregate base, landscape restoration, concrete restoration, pull rope, locate wire, testing, and for doing all of the work involved in conduit installation, complete in place, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

SECTION TS-14 FIBER PULL BOXES

The contractor shall install and supply fiber pull boxes as indicated on the Plans. The fiber pull boxes shall be Jensen Precast P48 or approved equal with a lockable lid.

At three (3) locations of the project as shown on the Plans, signal interconnect (SIC) boxes will be substituted with P48 boxes. Some concrete sidewalk removal, SIC box removal, conduit reconnection and replacement as necessary is involved.

Measurement and Payment

The quantities will be measured and paid as follows:

- Furnish and Install P48 Fiber Pull Box: Measured in a unit of each as determined by actual field count including concrete sidewalk removal SIC box removal, conduit reconnection and replacement as necessary. **(Bid Item No. 4)**

Payment for complying with the provisions of this Section shall include all labor, materials, aggregate base, landscape restoration, concrete restoration, transportation, and for doing all of the work involved in Pull Box installation, complete in place, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

SECTION TS-15 FIBER OPTIC CABLE

The contractor shall verify that all existing fiber optic/conduits are free and clear of any blockage and has pull rope or interconnect wire installed. If pull ropes or interconnect wires are missing or have not been installed, it is the contractor's responsibility to install the pull ropes. Cost of installing these pull ropes are deemed to be included in the cost of installing the fiber optic cable.

The contractor shall furnish and install one single mode fiber optic cables containing 48 and 144 strands. The basic cable will be a loose tube riser rated gel-free cable.

The 48 strand cable shall be FREEDM 48 – EWF – T4101 – D20 or approved equal.

The 144 strand cable shall be FREEDM 144 – EWF – T4101 – D20 or approved equal.

The cable shall be furnished and installed in once continuous unit with no splices. The cable shall be installed by hand without mechanical assistance. At no time shall the pull tension exceed 600 pounds or the manufacturer's specifications.

At each pull box and at the cable ends, a variable length of cable coil (as shown on the plans) should be placed. At each pull box, a tag shall be installed on cable that states "City of Brentwood Fiber Optic Cable." A unique identification number shall also be listed on the tag. Prior to acquisition of the tag, the contractor should obtain this information from the City.

All distances shown on plans are approximate only and are wall to wall. No allowance has been made for vertical or horizontal irregularities. Contractor shall provide sufficient cable to satisfy length and coil requirements without splicing cable.

Measurement and Payment

The quantities will be measured and paid as follows:

- Provide and Place 48 Strand Single Mode Fiber Optic Cable: Measured in a unit of length in feet as determined by the cable sequential. **(Bid Item No. 5)**
- Provide and Place 144 Strand Single Mode Fiber Optic Cable: Measured in a unit of length in feet as determined by the cable sequential. **(Bid Item No. 6)**

Payment for complying with the provisions of this Section shall include all labor and materials for doing all of the work involved in fiber optic cable installation, complete in place, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

SECTION TS-16 STRAND TERMINATION

The contractor shall furnish and supply a rack mount termination shelf. Each fiber shall be terminated with LC type connector and capped or with fiber patch panel with LC termination or spliced to a LC type connector pigtail. The nominal loss of the connector termination shall not exceed 0.50 DB. The contractor shall supply a break-out kit for each tube.

The termination sequence shall comply with standard telecommunications practice. For example, blue is strand 1, orange is strand 2, etc. The strands shall be terminated in sequence in the enclosure.

Measurement and Payment

The quantities will be measured and paid as follows:

- Terminate Fiber Optic Cable with Fiber Patch Panel and LC Termination: Measured in a unit of each as determined by field count. **(Bid Item No. 7)**

The following are the recommended strand termination accessories or approved equal:

- Fiber Optic Termination Shelf, 19-inch rack mount, 144 duplex position 288 fiber termination shelf: PCH-04U.
- Integrated Coupler Panel Pigtail Modules (provides the connector panel and the pigtail into a single factory manufactured module) – CCH-CM12-04-P03EH (E=SMF28E Glass).
- Fiber Optic Buffer Tubing Kits – Corning BT47.
- Strain Relief Bracket – PC4-STRN.
- Universal Cable Clamp Strain Relief Kit – UCC-001.
- Splice tray – 3M Fibrlok 2524 Splice Organizer Tray. (This is for the Corning Shelf, not the 3M splice closure).
- Miscellaneous consumables to complete the termination.

Payment for complying with the provisions of this Section shall include all labor, materials, termination shelf, connectors, and consumables for doing all of the work involved in the Fiber Termination, complete in place, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

SECTION TS-17 SPLICE FIBER OPTIC STRANDS (NOT A PART OF THIS WORK)

The contractor shall furnish and supply an outdoor rated fiber optic cable splice enclosure. All splices shall be by fusion equipment, no mechanical splices are allowed. The nominal loss of each splice shall not exceed 0.10 DB.

The strand splicing assignment shall be as shown in the Plans.

The following are the recommended strand splicing accessories or approved equal.

- Fiber Optic Splice Closure – Butt splice with capacity for 144 Mass Fusion Splices: 3M 2178-XSB.
- Fiber Optic Splice Trays for 3M 2178-XSB: 2532 with the capacity for 72 Mass Fusion splices per tray.
- Miscellaneous consumables to complete the splice.

Measurement and Payment

The quantities will be measured and paid as follows:

- Splice Fiber Optic Strands: Measured in a unit of each as determined by field count.

Payment for complying with the provisions of this Section shall include all labor, materials, splice enclosure tray, and consumables for doing all of the work involved in Splice Fiber Optic Strands, complete in place, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

SECTION TS-18 TEST FIBER OPTIC CABLE – OTDR

Upon completion of installation and termination of the fiber optic cable link, all cable splices shall be tested with an Optical Time Domain Reflectometer (OTDR). A link is considered the span between two fiber optic termination locations. The testing procedure is as follows:

1. Contractor shall perform bi-directional Optical Time Domain Reflectometer (OTDR) testing to determine the power loss at splice locations on installed fiber strands. All testing shall be completed with all splicing enclosures in their final resting configuration and with the cable vault and/or splice box covers closed. OTDR testing is only required if fiber splices are present on installed fiber strands.
 - (a) OTDR tests shall be taken from both end points and shall be recorded at the 1310 and 1550 nm wavelengths to determine power losses at each splice point.
 - (b) Contractor's loss/attenuation objective for each fiber optic splice shall be 0.10 db when measured in one direction with an OTDR test set. If after three attempts this parameter is not met, the splice will be marked as "out of specification." the splice will remain provided the average loss/attenuation value of all splices on an individual fiber strand basis does not exceed 0.10 db for the entire link.
2. All OTDR traces, splice loss measurements, shall be recorded by contractor will be provided to the city.

Measurement and Payment

The quantities will be measured and paid as follows:

- Test Fiber Optic Cable - OTDR: Measured in a unit of each as determined by field count. **(Bid Item No. 8)**

Payment for complying with the provisions of this Section shall include all labor and materials for doing all of the work involved in Test Fiber Optic Cable - OTDR, complete in place, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

SECTION TS-19 TEST FIBER OPTIC CABLE – POWER METER

Upon completion of installation and termination of the fiber optic cable link, it shall be tested. A link is considered the span between two fiber optic termination locations. The testing procedure is as follows:

1. Contractor shall perform bi-directional power meter testing on installed city fiber strands to determine the overall end-to-end power loss and continuity. All testing shall be completed with all splicing enclosures in their final resting configuration and with the cable vault and/or splice box covers closed.
2. Power meter tests shall be taken from both end points and shall be recorded at the 1310 and 1550 nm wavelengths.
3. The end to end loss value shall have an attenuation rating of less than or equal to the following:
 - At 1310 nm: $(.50 \text{ db/km} \times \text{length of cable in km}) + (\text{number of connectors} \times 0.50) + (0.10 \times \text{number of splices})$
 - At 1550 nm: $(.40 \text{ db/km} \times \text{length of cable in km}) + (\text{number of connectors} \times 0.50) + (0.10 \times \text{number of splices})$
4. Power meter tests shall also be completed to verify and ensure that no fibers have been crossed at any of the splice points or terminations within the network.
5. The Contractor shall supply the test results to the City in written form.

Should any of the strands fail, the contractor shall determine the cause and repair and re-test at no cost to the City.

Measurement and Payment

The quantities will be measured and paid as follows:

- Test Fiber Optic Cable – Power Meter: Measured in a unit of each as determined by field count. **(Bid Item No. 9)**

Payment for complying with the provisions of this Section shall include all labor and materials for doing all of the work involved in Test Fiber Optic Cable – Power Meter, complete in place, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.